



Seametrics, Inc.
Limited Warranty Policy
(October 14, 2010)

The limited warranty set forth below is given by Seametrics, Inc. ("Seametrics") with respect to Seametrics brand products purchased in the United States.

Seametrics products, when delivered to you in new condition in their original containers, are warranted against defects in materials or workmanship for a period of two (2) years from the date of original purchase.

Defective products, or parts thereof; which are returned to Seametrics and proven to be defective upon inspection, will be repaired to factory specifications and returned to you. Warranty repair shall not extend the original warranty period of the Seametrics product. This limited warranty shall only apply if the products are used for their intended purpose: the measurement of flow in such liquids whose temperature, pressure, velocity, viscosity, density or chemical composition render them suitable to pass through the product, and the product is located in a non-hazardous area. This limited warranty covers all defects encountered in normal use of Seametrics' products, and does not apply in the following cases:

- (a) Loss of or damage to Seametrics' product due to abuse, mishandling, improper packaging by you, alteration, accident, electrical current fluctuations, failure to follow operating, maintenance and environmental instructions prescribed in Seametrics' instruction manual, or service performed by other than Seametrics, or any Seametrics Authorized Service Facility which may be established separately from this limited warranty policy.
- (b) Use of parts or supplies (other than those sold by Seametrics) which cause damage to the products, or cause abnormally frequent service calls or service problems.

NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIED TO THE PRODUCTS AFTER THE APPLICABLE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCTS, SHALL BIND SEAMETRICS. (SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.) SEAMETRICS SHALL NOT BE LIABLE FOR LOSS OF REVENUES, OR PROFITS, OR INCONVENIENCE, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE, THE PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SEAMETRICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST SEAMETRICS BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SEAMETRICS AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK OF LIABILITY FOR LOSS, DAMAGE, OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE, THE PRODUCTS NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SEAMETRICS. (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.) THIS LIMITED WARRANTY STATES YOUR EXCLUSIVE REMEDY.

You must contact Seametrics for an RMA (Return Material Authorization) number, and **properly** package and send the product to Seametrics at your expense, together with a complete explanation of the problem and your product's model name, serial number, and date of purchase. Seametrics products covered by this warranty will be repaired and returned to you without charge by Seametrics. Expedited repair and return may be subject to service charges.

OUT-OF-WARRANTY SERVICE

The following applies to factory service on Seametrics products which are either out of warranty, or which have been determined to be suffering from non-warranty damage. You must contact Seametrics to arrange for out-of-warranty factory service and obtain an RMA number. You must **properly** package and send the product to Seametrics at your expense, together with a complete explanation of the problem and our product's model name, serial number, and date of purchase. Seametrics products not covered by this warranty will be repaired and returned to you by Seametrics for a net charge, established separately from this limited warranty policy. Expedited repair and return may be subject to service charges. Seametrics may elect to substitute a reconditioned product of the same or equivalent model. The warranty period covering such repaired or replaced products shall be ninety (90) days from the date the product is shipped to you from Seametrics.

This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.