

Product Warranty

The following warranty applies to products that shipped between January 1, 2015 and December 31, 2015.

In-Situ® Inc., (In-Situ) warrants that all new products manufactured by it shall be free from defects in materials and workmanship as follows:

- **Five (5) years:** Rugged Interface Meter (except probe); Rugged Water Level Tape 200
- **Three (3) years:** BaroTROLL® Data Logger; Level TROLL® 400, 500, 700, and 700H Data Loggers; RDO® PRO-X Probe; Rugged Conductivity/Level/Temperature Meter; Rugged Mini Interface Meter (except probe); Rugged Mini Water Level Tape 200; Rugged Water Level Tape 100
- **Two (2) years:** Aqua TROLL® 100 and 200 Data Loggers; Aqua TROLL 400 Multiparameter Instrument; Aqua TROLL 600 Multiparameter Sonde; Aqua TROLL 600 Conductivity/Temperature, RDO, Temperature, and Turbidity Sensors; RDO-X Sensor Cap; Rugged BaroTROLL® Data Logger; Rugged TROLL® 100 and 200 Data Loggers; RuggedCable® System; smarTROLL™ Multiparameter Handheld Instrument; smarTROLL™ RDO® Handheld Instrument
- **One (1) year:** Aqua TROLL 600 pH/ORP Sensor; Rugged TROLL 200 Direct-Read Cable; Rugged TROLL® Com Device; Rugged Mini Interface Meter Probe; Rugged Interface Meter Probe; smarTROLL™ Battery Pack; smarTROLL™ Cable; smarTROLL™ Power Pack; Con TROLL PRO Systems; TROLL Link Telemetry Systems; Tube and Cube Telemetry Systems; all other products not specifically listed
- **Ninety (90) days:** Ion Selective Electrodes (ISEs); all accessories; sealed batteries (subject to In-Situ, at its option, replacing product or providing an external battery pack); any products purchased for rental to other end-users
- **None:** Calibration systems; chemical solutions; consumables (including replaceable batteries); software; third-party handheld PCs



The foregoing warranties are only valid under the following conditions:

1. The warranty period for all products begins on the day the product is shipped to the customer or distributor.
2. The product must be owned by the original purchaser and must be in use by the original purchaser. The warranties are void upon sale or transfer of the product. The warranties are limited as set forth above in the event that the product is purchased for rental or lease to, or use by, others.
3. The product must be properly installed and operated in accordance with the instruction manuals provided by, or available through, In-Situ Inc.
4. The product must be properly maintained in accordance with the instruction manuals provided by, or available through, In-Situ Inc.
5. The product must be operated within the design specifications.

Warranty Procedure

1. In-Situ Inc.'s Customer Service staff must be contacted for a Return Materials Authorization (RMA) number and shipping instructions prior to shipment to In-Situ Inc.
2. The product must be shipped, postage prepaid, to In-Situ and must show the RMA number on the inside and outside of the package.
3. In-Situ will repair, or, at its option, replace at no charge, components that have proven to be defective during the applicable warranty period.

Limitations

These warranties do not apply to any product that has been damaged by negligence, accident or misuse by any person. These warranties do not apply to any product that has been damaged by acts beyond In-Situ Inc.'s control, including damage caused by lightning strikes, volcanic eruptions, earthquakes,



flooding, wind, snow, hail, and other weather related elements. In addition, these warranties do not apply to any product that has been repaired, altered, serviced, or modified by an unauthorized person.

THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE FACE HEREOF; IN-SITU MAKES NO WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE.

IN-SITU INC.'S ENTIRE OBLIGATION AND LIABILITY UNDER THIS WARRANTY IS EXPRESSLY LIMITED TO EITHER REPAIRING AND REPLACING, AT IN-SITU INC.'S OPTION, ANY PRODUCT FOUND TO BE DEFECTIVE OR OTHERWISE NOT IN CONFORMITY WITH THIS WARRANTY. THE OBLIGATION TO REPAIR OR REPLACE SHALL TERMINATE WHEN THE WARRANTY PERIOD EXPIRES.

UNLESS OTHERWISE PROHIBITED BY LAW, IN-SITU INC.'S MAXIMUM LIABILITY IN DAMAGES TO CUSTOMER, FROM WHATEVER SOURCE, INCLUDING ANY BREACH OF CONTRACT OR WARRANTY, SHALL BE LIMITED TO THE DIFFERENCE BETWEEN THE DELIVERY PRICE OF THE PRODUCT AND THE MARKET PRICE OF SUCH PRODUCT AT CUSTOMER'S DESTINATION AT THE TIME OF SUCH BREACH. IN NO EVENT SHALL IN-SITU BE LIABLE FOR PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING FROM CONTRACT, BREACH OF CONTRACT, TORT, IN-SITU INC.'S NEGLIGENCE, STRICT LIABILITY OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

Terms & Conditions

Prices

Prices include standard packaging in accordance with common carrier requirements. Shipping charges are additional. Prices are subject to change without notice and In-Situ reserves the right to discontinue any items without notice. Applicable federal, state, and local taxes are the responsibility of customer and are not included in the price quoted to customer.



Orders & Acceptance

In-Situ reserves the right to refuse any and all orders placed by the customer (purchaser) which do not meet In-Situ Inc.'s current ordering terms. The customer must provide In-Situ with a written or facsimile copy of a firm, non-cancelable purchase order for the products and/or services requested to be delivered to the customer by In-Situ Inc. Purchase orders may also be submitted to: insidesales@in-situ.com. The pricing listed on the purchase order must match pricing approved by In-Situ for that order. Once the order is accepted by In-Situ, no price changes will be applicable, unless covered by a separate, written agreement. Issuance of a purchase order by customer means that it has fully accepted all of the terms and conditions, including payment terms, set forth in this document. No other terms or conditions shall be binding upon In-Situ unless covered by separate, written agreement signed by In-Situ. ANY TERMS AND CONDITIONS SET FORTH ON CUSTOMER'S PURCHASE ORDER SHALL BE DEEMED NULL AND VOID AND IN-SITU SHALL NOT BE BOUND BY ANY SUCH TERMS AND CONDITIONS. THE TERMS AND CONDITIONS HEREOF SHALL BE DEEMED TO SUPERSEDE AND REPLACE ANY TERMS AND CONDITIONS SET FORTH IN CUSTOMER'S PURCHASE ORDER.

Returns & Cancellations

Contact our Customer Service Department for a return authorization and shipping instructions. Authorized returns will be issued a Return Materials Authorization (RMA) number, which must appear on the outside and inside of all parcels containing returned merchandise. All freight must be prepaid by the customer. In-Situ has the right to refuse returns. Accepted returns will be processed according to In-Situ Inc.'s published warranty terms. Refunds will not be issued.

Orders cancelled prior to shipment or after shipment are subject to a restocking fee of 20% of the order price. Items returned must arrive at In-Situ Inc.'s offices within 15 days of original shipment and remain unopened in the original



packaging. Custom orders, including cables, will be subject to a cancellation fee of the full purchase price.

Payment Terms

In-Situ is pleased to extend terms of net 30 days to customers who have established a credit account with us. If you wish to open a new account, credit applications are available upon request. A bank reference and four trade references are required.

Payments are due in 30 days from the date of the invoice. All past due invoices and uncollected funds shall be charged interest at a rate of 1.5% per month. The customer agrees to pay all collection costs, including attorneys' fees, and penalty charges if collection services on the account become necessary. Letter of credit and wire transfer fees will be added to the invoice at a rate of \$350 and \$30 respectively.

Shipment

USA: Shipment is F.O.B. In-Situ Inc.'s dock in Fort Collins, Colorado. Title and risk of loss will pass from In-Situ to customer upon pickup by common carrier at In-Situ Inc.'s dock. All orders from In-Situ are shipped by Federal Express, D.H.L. or U.P.S. depending on customer requests. International orders are shipped by air unless otherwise requested. All orders are insured, unless instructed differently. All shipping costs and insurance are pre-paid by In-Situ and billed to customer, unless otherwise requested.

International: Shipment is FCA In-Situ Inc.'s dock in, Fort Collins, Colorado for international orders if picked-up by forwarder, freight carrier, or shipped on courier account. Shipment is CPT Importing Country's Port of Entry if shipped using In-Situ Inc.'s FedEx account. Shipment can be CIP Importing Country's Port of Entry in cases where a Letter of Credit is used, or upon customer request. Title and risk of loss will pass from In-Situ to customer upon pickup by



common carrier at In-Situ Inc.'s dock, except in the case of specific clauses in a Letter of Credit. Orders from In-Situ are shipped by Federal Express, DHL, UPS or forwarder depending on customer requests. Customer must supply all forwarder contact information and/or shipping account numbers at the time the order is placed. International orders are shipped by air. All orders are insured, unless instructed differently.

We package all products to meet the carrier's requirements. Equipment is checked prior to shipping and leaves In-Situ in operating condition. Please examine all shipments immediately upon receipt. Notify In-Situ of any shortages. If the shipment is damaged, notify us and file a claim with the carrier immediately. We will advise and assist in any claims to the carrier. All claims must be made within 10 days of receipt of shipment. In the event that no claim is made within 10 days of receipt of shipment, the products shall be deemed to be accepted by customer.

In-Situ is not responsible for delays due to strikes, accidents, carrier, or other problems beyond our control.

Calibration & Certification

Calibration documentation is provided for Data Loggers and Probes. Stated accuracies reflect maximum allowable deviation from NIST- traceable standard. Individual instrument accuracies may exceed stated accuracies

Repairs

All parts and labor charges are billed at a standard flat rate. All necessary parts and labor are covered under this flat rate. Repairs will be completed and invoiced within 60 days of the date we receive authorization for repair. All payments are net 30 days. Repairs are warranted for 90 days. Repair pricing does not include return shipment charges. At our discretion we may use factory-refurbished materials in the repair of all product lines.



In-Situ

Innovations in **Water Monitoring**

Disclaimer

DUE TO CONTINUING PRODUCT DEVELOPMENT, IN-SITU RESERVES THE RIGHT TO ALTER SPECIFICATIONS WITHOUT PRIOR NOTICE. IN-SITU ALSO RESERVES THE RIGHT TO ALTER TERMS PRIOR TO ACCEPTANCE OF THE ORDER.