

**In-Situ Inc. Warranty / Terms & Conditions / Software License**

**This warranty policy applies to items that shipped prior to January 1, 2012.**

**Product Warranty**

In-Situ<sup>®</sup> Inc., (In-Situ) warrants that all new products manufactured by it shall be free from defects in materials and workmanship for a period of:

- One (1) year—except calibration solutions, Ion Selective Electrodes (ISEs), and accessories, which carry a 90-day warranty. One-year warranties available on the probes for Rugged Interface Meter and Rugged Mini Interface Meter.
- Two (2) years: RuggedCable<sup>®</sup> System with titanium twist-lock connectors
- Three (3) years: RDO<sup>®</sup> Probe; Rugged Mini Water Level Tape 200; Rugged Water Level Tape 100; Rugged Slim Water Level Tape; Rugged Mini Interface Meter (except probe which has 1-year warranty); Rugged Conductivity/Level/Temperature Meter
- Two (2) years from date of manufacture on RDO Sensor Caps (must be installed by date printed on package for full warranty)
- Five (5) years on Rugged Water Level Tape 200; Rugged Interface Meter (except probe which has 1-year warranty)
- One (1) year on Rugged TROLL<sup>®</sup> 100 and 200 Instruments and on Rugged BaroTROLL<sup>®</sup> Instrument (no extended warranties available; no user- or factory-serviceable parts)
- One (1) year on Rugged TROLL<sup>®</sup> 200 Direct-Read Cable (no extended warranties available; no user- or factory-serviceable parts)
- One (1) year on Rugged TROLL<sup>®</sup> Com Device (no extended warranties available; user can replace battery)

when properly installed and operated in accordance with the instruction manuals provided by, or available through, In-Situ Inc., and when used within the design specifications for the product. Products and accessory products including batteries, which are manufactured by others, carry the warranty of that manufacturer, or 30 days, whichever is greater. The warranty period for all products begins on the day the product is shipped to the customer or distributor.

In-Situ Inc. agrees to repair, or, at its option, replace at no charge, components that have proven to be defective during the warranty period, provided that the warranted product is shipped, postage prepaid, to In-Situ Inc. **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.**

These warranties do not apply to any product that has been damaged either by negligence, accident or misuse by any other person. Nor do these warranties 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 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.**

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 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, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

## **Terms & Conditions**

### **Prices**

Prices include standard packaging in accordance with common carrier requirements. Shipping and handling charges are additional (handling charges are \$5 for orders under \$1,000 and \$15 for orders of \$1,000 or more). 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](mailto: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 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.

### **Minimum Order**

There is no minimum order amount. Payment by credit card is required for all orders under \$200. A \$35 handling fee will be added to all orders under \$200 taken WITHOUT a credit card.

### **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 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 credited to the customer's account. 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 domestic customers and distributors 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. If a credit card is used for payment of late invoice(s), a 3% surcharge will be added to cover the additional cost. The customer agrees to pay all collection costs, including attorneys' fees, and penalty charges if collection services on the account become necessary.

All international orders require an irrevocable letter of credit from a US bank or electronic wire transfer of funds with order. 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. dock, In-Situ Inc., Fort Collins, Colorado. Title and risk of loss will pass from In-Situ to buyer 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., 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 buyer 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 should be made within 10 days.

We are 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.

**Disclaimer**

Due to continuing product development, In-Situ Inc. reserves the right to alter specifications without prior notice. We also reserve the right to alter terms prior to acceptance of the order.



**Software License**

1. **Grant of License.** In consideration of payment of the License Fee, which is a part of the price paid for this product as evidenced by the payment receipt (the "Receipt"), IN-SITU, hereby, grants to the Licensee, a nonexclusive right to use and display IN-SITU INC.'s SOFTWARE and HARDWARE. The License granted covers all users on the above-mentioned SOFTWARE and HARDWARE. IN-SITU reserves all rights not expressly granted to Licensee. "SOFTWARE" means the software purchased by BUYER, together with the names Win-Situ™ and Win-Situ Mobile, which are owned exclusively by IN-SITU. "HARDWARE" means the magnetic or physical media on which the software is recorded, including compact disks or computer chips.
2. **Ownership of the software.** As the Licensee, you own HARDWARE on which the SOFTWARE is originally or subsequently recorded or fixed, but IN-SITU retains the title and ownership of the SOFTWARE and all subsequent copies of the SOFTWARE, regardless of the form or media in or on which the original and other copies may exist. This License is not a sale of the original SOFTWARE or any copy, thereof.
3. **Copy Restrictions.** SOFTWARE and the accompanying written materials are copyrighted. Unauthorized copying of SOFTWARE including SOFTWARE that has been modified, merged or included with other software, or the written materials provided herewith, is expressly forbidden. You may be held legally responsible for any copyright infringement that is caused or encouraged by your failure to abide by the terms of this License. You may copy Win-Situ® software for your use only. Copyright notices must be posted on any and all reproduced copies.
4. **Use Restrictions.** As the Licensee, you may not physically or electronically transfer the Win-Situ Mobile software from one computer to another. You may not distribute copies of any copy of the SOFTWARE or accompanying written materials to others. You may not modify, adapt, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the SOFTWARE or the written materials without the prior written consent of IN-SITU.
5. **Transfer Restrictions.** The foregoing License to use the SOFTWARE is granted only to you and may not be transferred, except a transfer of all your rights, title and interest in and to the License to another person upon that person's agreement to abide by the terms and conditions of the Agreement. In no event may you transfer, assign, rent, lease, sell or otherwise dispose of the SOFTWARE on a temporary or permanent basis except as expressly provided herein. All other attempts to transfer your License under this Agreement are void.
6. **Upgrade Policy.** IN-SITU may create, from time to time, upgraded versions of the SOFTWARE. At its option, IN-SITU will make such upgrades available to Licensee and transferees who have paid the upgrade fee, if any, and returned the Registration Card to IN-SITU.
7. **Termination.** This License is effective until terminated. This License will terminate automatically without notice from IN-SITU if you fail to comply with any provision of this License. Upon termination, you agree to destroy, delete or purge the written materials and all copies of the SOFTWARE, including modified copies, if any.
8. **Disclaimer of Warranties.** The SOFTWARE and accompanying materials (including the user's manual) are provided "as is" without warranty of any kind including the implied warranties of merchantability and fitness for a particular purpose, even if IN-SITU has been advised of that purpose. Further IN-SITU does not warrant, guarantee, or make any representation regarding the use, or the results of the use, of the SOFTWARE or written materials in terms of correctness, accuracy, reliability, current revision, or otherwise. IN-SITU specifically does not warrant the software after you assume the operation. If the SOFTWARE or written materials are defective, you and not IN-SITU or its dealers, distributors, agents, or employees, assume the entire risk and costs of all necessary servicing, repair, or correction, except as stated in paragraph (9) below.

9. Defective Disks or Chip. As the only warranty under this Agreement, IN-SITU warrants, to the original Licensee only, that the disk(s) or chip on which the SOFTWARE is recorded is free from defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of delivery as evidenced by a copy of the Receipt. Some states do not allow limitations on duration of an implied warranty, so the above limitation may not apply.
10. Replacement of Defective Disks or Chip. IN-SITU INC.'s entire liability and the original Licensee's exclusive remedy under this Agreement are at IN-SITU INC.'s option, to either (a) return of payment as evidenced by a copy of the Receipt or, (b) replacement of the disk or chip that does not meet IN-SITU INC.'s limited warranty and which is returned to IN-SITU with a copy of the Receipt. If failure of the disk or chip has resulted from accident, abuse, or misapplication, IN-SITU will have no responsibility to either replace the disk or chip, or refund payment. Any replacement disk will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. This warranty gives you limited, specific legal rights. You may have other rights, which vary from state to state.
11. No Right to Rely. No oral or written information or advice given by IN-SITU, its dealers, distributors, agents or employees will create a warranty or in any way increase the scope of IN-SITU INC.'s obligations under this agreement, and you may not rely on any such information or advice.
12. Limitation of Liability. Neither IN-SITU nor anyone else who has been involved in the creation, production, or delivery of this product will be liable for any direct, indirect, consequential or incidental damages (including damages for loss of business profits, business interruption, loss of business information, possibility of such damages). Some states do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply.
13. U.S. GOVERNMENT RESTRICTED RIGHTS. The SOFTWARE and documentation is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subdivision (c)(1)(ii) of The Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable. Contractor/manufacturer is IN-SITU Inc., 221 East Lincoln Avenue, Fort Collins, 80524.
14. Governing Law. The laws of the State of Colorado govern this Agreement.