



## Warranty Information

Subject to the limitations outlined below, Branson warrants that the Ultrasonic Baths will be free from defects in material and workmanship under normal use and regular service and maintenance for a period of twenty four (24) months from the date of shipment. Branson does not warrant that the operation of the software shall be uninterrupted or error free.

THIS IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN WITH RESPECT TO THE ULTRASONIC BATHS AND IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO BRANSON.

This warranty does not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence (other than Branson's), unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Branson. If within thirty (30) days after discovery of any warranty defects within the warranty period, the Customer notifies Branson thereof in writing, Branson shall, at its option and as the Customer's exclusive remedy, repair, correct or replace, or refund the purchase price for, that portion of the product found by Branson to be defective. Failure by the Customer to give such written notice within the applicable time period shall be deemed an absolute and unconditional waiver of the Customer's claim for such defects. The Customer must return the product to one of the Branson service centers.

The Customer will be responsible for freight sending the unit to the service center. The service center will send the unit back to the Customer with freight prepaid. Branson's liability, whether based on warranty, negligence, tort or strict liability, or other cause, arising out of and/or incidental to sale, use or operation of the transducer elements, or any part thereof, shall not in any case exceed the cost of repair or replacement of the defective equipment, and such repair or replacement shall be the exclusive remedy of the purchaser, and in no case shall Branson be responsible for any and/or all consequential punitive or incidental damages including without limitation, and/or any consequential damages arising out of commercial losses.