

Celerity Warranties

Flow Control, Vacuum, Pressure and Thermal Instrument Products

Celerity warrants to the purchaser that its product is free from defects in workmanship and material under normal use and service. The effective period of this warranty for each product is as follows:

PRODUCT MODELS	WARRANTY PERIOD
Unit PTI MFC models: Unit 125 IN PTI MFC models: IN3XP	3 years from original date of shipment
Unit MFC models: 1630, 1660, 1661, 1662, 1663, 1664, 1665, 8160, 8161, 8162, 8163, 8164, 8165, 8261, 8561, 8563, 8564, 8565, 9660, 9861, 9865 IN MFC models: IN2 TN MFC models: 2900/3900, 2979	3 years from original date of shipment
Unit MFC models: 180 HS, 180 HA, 180 SS, 180 SA, 3101, 3161, 3165, 5301, 7300, 7301, 7304, 7320, 7321, 7324, 7360, 7361, 7362, 8100, 8101, 8105, 8130 TN MFC models: 120/220, 260/360, 280/380, 2960, 4900	2 years from original date of shipment
VDM, Vapor Delivery Module	2 years from original date of shipment
RFS-2, Ratio Flow Splitter, RFC Products	2 years from original date of shipment
CMX@CDG, CMX045 & CMX100 Products	2 years from original date of shipment
Capacitance Diaphragm Gauge Products	2 years from original date of shipment
LFC models: LF100, LF150, LF105	1 year from original date of shipment
Intellisys Smart Butterfly Valve	2 years from original date of shipment
SS2 Pressure Transducer Products	2 years from original date of shipment
Motor Driven Throttle Valves	2 years from original date of shipment
Throttle Valve Controllers	2 years from original date of shipment
Thermal Products	1 year from original date of shipment
All Other Instrument Products	1 year from original date of shipment

The warranty period begins on the date of product shipment from the factory. Any modification to the product by the purchaser or any third party voids this warranty. This warranty shall not extend to any product, that in Celerity's judgment, has been affected by damage or wear resulting from operations performed after the sale, or misuse, accident, negligence, tampering, abrasion, faulty installation, inadequate or improper maintenance, unusual physical or electrical stress, power failure, transportation, operation with media not meeting or maintaining product specifications, or altering of product, damage or casualty. If Celerity determines that the product does not conform to this warranty, Celerity shall repair or replace the product, as Celerity deems appropriate, free of charge. Replacement parts will be warranted for the remainder of the warranty period. If such repair or replacement is not feasible, Celerity may refund the purchase price. If, however, the product is deemed by Celerity not to be defective, the owner shall reimburse Celerity at published repair or replacement rates.

Disclaimer Of Warranty

CELERTY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PRODUCTS. WARRANTIES MADE BY CELERTY HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, AND EXCEPT AS EXPLICITLY SET FORTH HEREIN, NO STATEMENT, REPRESENTATION, PROMISE, AFFIRMATION OF FACT OR SPECIFICATIONS MADE BY CELERTY OR ANY OTHER PERSON OR ENTITY CONSTITUTES A WARRANTY.

Limitation Of Remedy And Damages

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST CELERTY FOR ANY BREACH OF WARRANTY OF FOR ANY OTHER CLAIM WITH RESPECT TO PRODUCTS, INCLUDING NEGLIGENCE OR STRICT LIABILITY, SHALL BE THE REPLACEMENT OR REPAIR OF THE DEFECTIVE PRODUCT, OR THE

RETURN OF THE PURCHASE PRICE. The choice of a particular remedy will be made by Celerity at its sole discretion. Celerity will perform repairs or replacements only during regular working hours in accordance with Celerity's normal, non-emergency service practices. Purchaser agrees that it will provide all necessary access and assistance to Celerity in effecting the chosen remedy.

Product Warranty Claims

ALL CLAIMS BY PURCHASER AGAINST CELERITY CONCERNING DEFECTIVE PRODUCTS MUST BE IN WRITING AND RECEIVED BY CELERITY WITHIN THE WARRANTY PERIOD AND WITHIN THIRTY (30) DAYS OF THE DATE OF PURCHASER'S DETECTION OF THE ALLEGED BASIS FOR THE CLAIM. FAILURE TO GIVE WRITTEN NOTICE OF ANY CLAIM WITHIN SUCH TIME PERIOD SHALL CONSTITUTE A WAIVER BY PURCHASER OF SUCH CLAIM.

Service Warranty

Celerity warrants that services performed with respect to the aforementioned products will be performed by competent personnel in accordance with standard industry practices. **CELERITY MAKES NO WARRANTIES REGARDING SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, EXCEPT FOR THE WARRANTIES STATED IN THIS PARAGRAPH. CELERITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

ALL CLAIMS BY CUSTOMER AGAINST CELERITY CONCERNING DEFECTIVE SERVICES MUST BE IN WRITING AND RECEIVED BY CELERITY WITHIN NINETY (90) DAYS OF THE DATE OF CELERITY'S PERFORMANCE OF THE SERVICES. FAILURE TO GIVE WRITTEN NOTICE OF ANY CLAIM WITHIN SUCH TIME PERIOD SHALL CONSTITUTE A WAIVER BY CUSTOMER OF SUCH CLAIM.

General Disclaimer Of Damages And Limitation Of Liability

IN NO EVENT SHALL CELERITY BE LIABLE TO OR INDEMNIFY PURCHASER OR ANY OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR CONTINGENT DAMAGES (COLLECTIVELY, "EXCLUDED DAMAGES") WITH REGARD TO ANY OF THE WARRANTIES COVERED BY THIS DOCUMENT, WHETHER OR NOT CELERITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH EXCLUDED DAMAGES, FOR ANY REASON. PURCHASER HEREBY WAIVES ANY LIABILITY OF CELERITY FOR ANY EXCLUDED DAMAGES.

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