



Warranty Information

PPI warrants that all Product will be free from defects in material and workmanship under normal use for a period of two (2) years from date of shipment to Customer except that PPI does not warrant that operation of any Software will be completely uninterrupted or error free or that all program errors will be corrected. Customer will be responsible for determining that the Product is suitable for Customer's use and that such use complies with any applicable local, state, or federal law. Provided that Customer notifies PPI in writing of any claimed defect in the Product immediately upon discovery and any such Product is returned to the original shipping point, transportation charges prepaid, within two (2) years from date of shipment to Customer and upon examination PPI determines to its satisfaction that such Product is defective in material or workmanship, i.e. contains a defect arising out of the manufacture of the Product and not a defect caused by other circumstances, including, but not limited to accident, misuse, unforeseeable use, neglect, alteration, improper installation, improper adjustment, improper repair, or improper testing, PPI will, at its option, repair or replace the Product, shipment to Customer prepaid. PPI will have reasonable time to make such repairs or to replace such Product. Any repair or replacement of Product will not extend the period of warranty. If the Product is modified or in any way altered without the explicit written consent of PPI then the warranty is null and void. Except for the specific Products noted below, this warranty is limited to a period of two (2) years, without regard to whether any claimed defects were discoverable or latent on the date of shipment. Notwithstanding the foregoing, the length of warranty for vacuum pumps, TVOC sensors, CO2 sensors is six (6) months from the date of first shipment. Batteries and accessories with all Products and Model 8303 Handheld Particle Counters are warranted for (1) year from the date of shipment, and purge and exhaust filters carry no warranty. If a third party battery is used in the Product, the foregoing warranty is null and void. If the battery is charged by a third party battery charger the battery warranty is null and void.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS AND ANY DEFECTS THEREIN OF ANY NATURE WHATEVER, INCLUDING AND WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PPI WILL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, ANY ADVICE OR FAILURE TO PROVIDE ADVICE BY PPI TO CUSTOMER REGARDING THE PRODUCTS OR CUSTOMER'S USE OF THE SAME. UNDER NO CIRCUMSTANCES WILL PPI BE LIABLE TO CUSTOMER UNDER ANY TORT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY CLAIM AND CUSTOMER AGREES TO WAIVE SUCH CLAIMS. PPI'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND

EXCLUSIVE REMEDY, FOR ANY NONCONFORMITY OR DEFECT IN THE PRODUCTS OR ANYTHING DONE IN CONNECTION WITH THE SALE OF PRODUCTS, IN TORT, (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL BE AS SET FORTH IN SUBSECTION 10A HEREOF AS LIMITED BY SUBSECTION 10B HEREOF. THIS EXCLUSIVE REMEDY WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE (AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE) PROVIDED THAT PPI REMAINS WILLING TO REPAIR OR REPLACE DEFECTIVE PRODUCT (AS DEFINED IN SUBSECTION 10A) WITHIN A COMMERCIALLY REASONABLE TIME AFTER RECEIVING SUCH PRODUCT WITHIN THE APPLICABLE WARRANTY PERIOD. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT PPI'S PRICE FOR THE PRODUCT IS BASED UPON THE LIMITATIONS OF PPI'S LIABILITY AS SET FORTH HEREIN.

WARRANTY OF REPAIRS AFTER INITIAL TWO (2) YEAR WARRANTY:

Upon expiration of the initial two (2) year warranty, all parts and repairs completed by an authorized PPI repair technician are subject to a six (6) month warranty. Other than the above, PPI makes no warranty of any kind, expressed or implied. Customer assumes all risk and liability resulting from use of the Products whether used singly or in combination with other Products. WARRANTY REPAIRS WILL BE COMPLETED AT THE FACTORY, BY AN AUTHORIZED SERVICE LOCATION, BY AN AUTHORIZED SERVICE TECHNICIAN, OR ON SITE AT CUSTOMER'S FACILITY BY A PPI AUTHORIZED EMPLOYEE. CUSTOMER PAYS FREIGHT TO FACTORY; PPI WILL PAY STANDARD RETURN FREIGHT DURING THE WARRANTY PERIOD. CUSTOMER MAY SELECT A FASTER METHOD OF SHIPMENT AT ITS OWN EXPENSE.

LIMITATION OF LIABILITY AND CUSTOMER INDEMNITY: IN NO EVENT, REGARDLESS OF THE FORM OF ACTION, WILL PPI BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGE ARISING OUT OF THE SALE OF ITS PRODUCTS OR SERVICES TO CUSTOMER OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE PRODUCT OR SERVICES, OR LOSSES OR DAMAGE ARISING OUT OF CLAIMS FOR LOSS OF USE, BUSINESS, GOODWILL, OR PROFITS,

WHETHER CHARACTERIZED AS DIRECT OR INDIRECT LOSSES OR DAMAGE, AND CLAIMS ARISING OUT OF THIRD PARTY ACTIONS, REGARDLESS OF WHETHER SUCH THIRD PARTY, ACTIONS, OR ANY OTHER LOSSES, OR DAMAGES, WERE REASONABLY FORESEEABLE TO CUSTOMER OR PPI. CUSTOMER'S EXCLUSIVE REMEDY ARISING OUT OF ITS PURCHASE AND USE OF PPI'S PRODUCTS OR SERVICES, OR ARISING OUT OF ANYTHING DONE IN CONNECTION WITH THE PRODUCT OR SERVICES, WILL BE FOR DIRECT DAMAGES AND NO CLAIM OR CLAIMS OF ANY KIND, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, WARRANTY AND STRICT LIABILITY), STATUTORY OR REGULATORY PROVISIONS, INDEMNITY, CONTRIBUTION, OR OTHERWISE, WILL BE GREATER IN AMOUNT IN AGGREGATE THAN THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES IN RESPECT OF WHICH DAMAGES ARE CLAIMED.

Customer will indemnify and hold harmless PPI, its officers, agents, employees, subsidiaries, parents, affiliates and insurers from and against any and all liabilities, damages, losses, claims, lawsuits, including costs and if Customer fails to pay when due any portion of the purchase price or any other payment required from Customer to PPI, all warranties and remedies granted under this section may, at PPI's option, be terminated.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCTS AND ANY DEFECTS THEREIN OF ANY NATURE WHATEVER, INCLUDING AND WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PPI WILL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, ANY ADVICE OR FAILURE TO PROVIDE ADVICE BY PPI TO CUSTOMER REGARDING THE PRODUCTS OR CUSTOMER'S USE OF THE SAME. UNDER NO CIRCUMSTANCES WILL PPI BE LIABLE TO CUSTOMER UNDER ANY TORT, NEGLIGENCE, STRICT LIABILITY, OR PRODUCT LIABILITY CLAIM AND CUSTOMER AGREES TO WAIVE SUCH CLAIMS. PPI'S SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY NONCONFORMITY OR DEFECT IN THE PRODUCTS OR ANYTHING DONE IN CONNECTION WITH THE SALE OF PRODUCTS, IN TORT, (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, WILL BE AS SET FORTH IN SUBSECTION 10A HEREOF AS LIMITED BY SUBSECTION 10B HEREOF. THIS EXCLUSIVE REMEDY WILL NOT HAVE FAILED OF ITS ESSENTIAL PURPOSE (AS THAT TERM IS USED IN THE UNIFORM COMMERCIAL CODE) PROVIDED THAT PPI REMAINS WILLING TO REPAIR OR REPLACE DEFECTIVE PRODUCT (AS DEFINED IN SUBSECTION 10A) WITHIN A COMMERCIALLY REASONABLE TIME AFTER RECEIVING SUCH PRODUCT WITHIN THE APPLICABLE WARRANTY PERIOD. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT PPI'S PRICE FOR THE PRODUCT IS BASED UPON THE LIMITATIONS OF PPI'S LIABILITY AS SET FORTH HEREIN.

Customer will indemnify and hold harmless PPI, its officers, agents, employees, subsidiaries, parents, affiliates and insurers from and against any and all liabilities, damages, losses, claims, lawsuits, including costs and expenses in connection therewith, for death or injury to any persons or loss of any property whatsoever, caused in any manner by Customer's possession, use or operation of any Products or services.

PRODUCT DISCLAIMER: PPI PRODUCTS ARE NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH LIFE SAFETY OR LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN.

MOLD, MOLD REMEDIATION: WITHOUT LIMITATION PPI IS NOT RESPONSIBLE FOR ANY LIABILITY OR CONSEQUENTIAL DAMAGES IN REGARD TO MOLD OR MOLD REMEDIATION SERVICES. PPI PARTICLE COUNTERS COUNT PARTICLES AND ARE NOT DESIGNED TO DEFINE PARTICLE COMPOSITION.

PROPRIETARY INFORMATION: Customer represents that it has adopted reasonable procedures to protect Proprietary Information, as defined hereafter, including binding agreements with employees and consultants to prevent unauthorized publication, disclosure or use of such during or after the term of their employment by or services for Customer. Customer will not use Proprietary Information except as required for the use of the Products, will not disclose Proprietary Information to any third party, and will not transmit any documents or copies thereof containing Proprietary Information to any third party, except as may be authorized in writing by PPI. This Section 15 will survive termination of any agreements between the parties. “Proprietary Information” will mean information or data of PPI or a third person to whom PPI owes obligations of confidentiality, which a reasonable recipient of such information would expect to be confidential or Proprietary Information, regardless of the form of disclosure. This section 15 will not apply to information which Customer demonstrates was rightfully in Customer’s possession prior to receipt from PPI or information which Customer demonstrates is or has become available to the public or general knowledge in the industry otherwise than through the fault of Customer.

APPLICABLE LAW AND ACTIONS TO RECOVER DAMAGES:

A. The validity, performance, and construction of the Agreement will be governed by the laws of the Commonwealth of Massachusetts, without regard to its choice of law provisions. Customer and PPI agree that the exclusive proper venue for all actions arising under the Agreement shall be only in the Commonwealth of Massachusetts. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. If any provision of these Terms and Conditions is held to be unenforceable, such holding will not affect the enforceability of any other provision. Any legal presumption that terms herein will be strictly construed against the party who drafted such terms or who benefits from such terms will not be employed, in construing or interpreting these Terms and Conditions. Prior to commencement of any legal proceedings, Customer and PPI will promptly meet at a senior level to attempt to resolve differences. Notwithstanding any attempts to resolve difference or negotiations regarding such difference, any action brought by Customer against PPI arising out of Customer’s purchase and use of the Products must be commenced within one year after such action accrues and in no event later than two years after date of shipment of such Products.

B. Class Action Waiver. CUSTOMER AND PPI AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER CUSTOMER NOR PPI WILL SEEK TO HAVE ANY DISPUTE HEARD AS A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY.

C. Waiver of Jury Trial. CUSTOMER AND PPI EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION OR OTHER PROCEEDING BROUGHT BY THE OTHER WITH RESPECT TO ANY MATTER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, ANY PURCHASE FROM PPI, WHETHER BASED UPON CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER THEORIES OF LIABILITY.

FORCE MAJEURE: PPI will be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. PPI's estimated shipping schedule will be extended by a period of time equal to the time lost because of any excusable delay. In the event PPI is unable to perform in whole or in part because of any excusable failure to perform, PPI may cancel orders without liability to Customer.

ASSIGNMENT: PPI may assign, transfer or otherwise dispose PPI's rights and obligations under this Agreement, in whole or in part, at any time without notice to Customer. Customer may not assign this Agreement or transfer any rights under it.