

END-USER LIMITED WARRANTY & WARRANTY EXCLUSIONS

1. *The Warranty.* Chromatra warrants to the original end-user of its products (each a "*Product*") that the Product will conform to its published specifications and will be free from defects in materials and workmanship for one (1) year from the date of delivery of the product to the original end-user (the "*Warranty.*")
2. *WARRANTY EXCLUSIONS.*
 - (a) CHROMATRA MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE DESIGN, MANUFACTURE, SALE, OR USE OF ANY PRODUCT. ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR CREATED BY TRADE USAGE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. IN NO EVENT WILL CHROMATRA BE LIABLE FOR ANY LOSS OF PRODUCTION, LOSS OF PROFITS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF CHROMATRA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.
 - (b) LIABILITY FOR BREACH OF THE WARRANTY WILL IN NO EVENT EXCEED THE COST OF CORRECTING DEFECTS IN A PRODUCT OR, IN CHROMATRA'S SOLE DISCRETION, REPLACING THE SAME WITH A NON-DEFECTIVE PRODUCT.
 - (c) CHROMATRA WILL NOT BE RESPONSIBLE FOR LOSS OR DAMAGE TO PROPERTY, INJURY TO PERSONS, DIRECTLY OR INDIRECTLY, IMMEDIATELY OR SUBSEQUENTLY, THAT ARISES OUT OF THE USE OR THE INABILITY TO USE A PRODUCT FOR AN AMOUNT IN EXCESS OF ONE MILLION DOLLARS (\$1,000,000.)
 - (d) THE WARRANTY DOES NOT EXTEND TO A PRODUCT —
 - (i) THAT HAS BEEN SUBJECT TO MISUSE, MISHANDLING, NEGLIGENCE, OR ACCIDENT;
 - (ii) THAT HAS ITS SERIAL NUMBER, OR ANY PART THEREOF ALTERED, DEFACED, OR REMOVED; OR
 - (iii) THAT HAS BEEN TAMPERED WITH, ALTERED, OR REPAIRED BY SOMEONE OTHER THAN CHROMATRA OR A CHROMATRA-AUTHORIZED REPAIR FACILITY.
 - (e) IN THE EVENT THAT A PRODUCT IS FOUND IN BREACH OF THE WARRANTY, CHROMATRA'S SOLE OBLIGATION, AS STATED ABOVE, IS EXPRESSLY LIMITED EITHER TO REPAIRING THE PRODUCT SO THAT IT MEETS THE PRODUCT'S SPECIFICATIONS, OR IN CHROMATRA'S SOLE DISCRETION, TO REPLACING THE PRODUCT WITH A NEW PRODUCT IN ACCORDANCE WITH THE PROCEDURE SET FORTH BELOW.
3. *Procedure for Warranty Claims.*
 - (a) The original end-user must inspect the Product promptly upon receipt, and must within fifteen (15) days of receipt give Chromatra written notice of any of the following claims:
 - (i) That the quantity in the shipment does not meet the quantity ordered; and/or
 - (ii) That one or more of the Products was physically damaged.In the event that a Product is damaged in shipment, the party that shipped the Product will be responsible for seeking redress from the shipper.
 - (b) In the event that either of the foregoing claims is not made in a timely manner, it will be deemed to have been waived.
 - (c) In the event that the original end-user makes a claim under the Warranty, the cost of shipping the Product back to Chromatra must be paid by the end-user. If Chromatra determines that the Warranty claim is valid, Chromatra will pay the cost of shipping the repaired or replaced Product back to the original end-user. Otherwise the end-user must pay the return shipping costs.

- (d) No Product will be accepted for repair or replacement under the Warranty unless —
- (i) A claim under the Warranty is made in writing to Chromatra within the period of the Warranty;
 - (ii) A return material authorization ("RMA") number has been obtained from Chromatra; and
 - (iii) The Product is returned to Chromatra within seven (7) business days of making the claim;
- (e) RMA numbers may be obtained by e-mailing a request to Chromatra's Customer Service Department at Patman.B@Chromatra.com or by calling Chromatra's Sales Department at: (978) 473-7005.
- (f) Products should be shipped to: Chromatra LLC
Customer Service Dept.
100 Cummings Center — Suite 231-G
Beverly, MA 01915
- (g) The returned Product should include the following:
- The return address of the sender.
 - A brief description of the problem for which it is being returned.
 - The serial number of the Product.
 - The date of purchase of the Product.
 - The RMA number written on the outside of the shipping package.
- (h) The Warranty gives the original end-user specific legal rights, and the original end-user may have other rights which vary from state to state.
4. *Repaired & Replaced Products.* A Product that is repaired or replaced under the Warranty will be further warranted as follows:
- (b) For a repaired Product, the Warranty will be extended for a period of ninety (90) days from the date the Product is returned by Chromatra to the original end-user.
 - (c) A replaced Product will be subject to the full Warranty from the date the Product is returned by Chromatra to the original end-user.