



OCEAN OPTICS TERMS & CONDITIONS

All sales based on U.S. dollars unless stated otherwise.

All prices are subject to change without notice. Ocean Optics reserves the right to alter or terminate these terms and conditions.

PAYMENT TERMS: Net 30 days (upon approval) from the date of invoice



SHIPPING TERMS: Ex Works, Winter Park, FL or Ostfildern, Germany. EXWORKS defined: seller delivers when places the goods at the disposal of the buyer at the seller's premises or another named place (i.e., works, factory, warehouse, etc.) not cleared for export and not loaded onto any collecting vehicle. This term thus represents the minimum obligation for the seller, and the buyer has to bear all costs and risks involved in taking the goods from the seller's premises.

ORDER CHANGES, CANCELLATION/RETURN FOR CREDIT: Please check your order for accuracy; changes after 24 hours may incur build change fees.

The buyer may return all standard Ocean Optics manufactured items up to 30 days from date of shipment for a refund or credit with up to a 25% restocking fee.

Any custom configurations to products or resold items will incur a 50% cancellation or restock fee. All software sales are final.

WARRANTY: The Ocean Optics warranty remains in effect for the specified period from the date of purchase from Ocean Optics.



WHO IS PROTECTED BY THIS WARRANTY

This Ocean Optics warranty protects the original owner only and is nontransferable to subsequent owners. Eligible items that are manufactured by Ocean Optics and purchased from Ocean Optics or one of its authorized worldwide distributors are covered as detailed below. A copy of the original, dated bill of sale must be presented whenever warranty service is required.

WHAT IS COVERED BY THIS WARRANTY

Except where specified below, the Ocean Optics warranty covers single spectrometer units, light sources, sampling accessories, fibers and probes from defects in material and workmanship. The Ocean Optics warranty also covers the cost of shipping in and out on returned merchandise. Unless otherwise stated, all OEM products have a one year warranty.

SCOPE OF WARRANTY COVERAGE

- Spectrometers, Light Sources and Sampling Accessories are covered for manufacturing defects for three (3) years from the date of purchase from Ocean Optics.
- STS Spectrometers and STS Developers Kit are covered for manufacturing defects for twelve (12) months from the date of purchase from Ocean Optics.
- Fibers and Probes are covered for manufacturing defects for twelve (12) months from the date of purchase from Ocean Optics.*
- Repairs and Upgrades are covered for manufacturing defects for six (6) months from the date of purchase from Ocean Optics.



****Please check all fiber assemblies and probes when you receive them. All optical fibers, patch cords and probes must be checked for breakage by the customer when received. We cannot honor claims for breakage after two weeks of customer receipt.***

This comprehensive warranty guarantees you of the highest level of craftsmanship and reliability for years to come. The Ocean Optics 3-Year Warranty applies to Ocean Optics equipment (excluding OEM configurations) purchased on or after July 1, 2010. Unless otherwise stated, all OEM products have a one year warranty. The warranty covers parts and labor needed to repair manufacturing defects that occur during the warranty period. This Ocean Optics warranty protects the original owner only and is nontransferable to subsequent owners.

PRODUCTS NOT COVERED BY THIS WARRANTY

Bulbs, batteries, consumables and vendor items are not covered by this Ocean Optics Limited Warranty.

In the case of vendor items, the manufacturer's warranty terms are in force and vary from product to product. Please contact Ocean Optics for details on any exclusions or vendor or resold products.

CAUSES NOT COVERED BY THIS WARRANTY

Damage caused by accident, misuse (such as using an incorrect power supply or applying power incorrectly), abuse, product modification or neglect; damage occurring during shipment (which would be typically covered under the shipper's common carrier insurance); damage resulting from the performance of repairs by someone not authorized by Ocean Optics to provide repairs; damage caused by installation of parts that do not conform to Ocean Optics specifications; units not used for their intended purpose; and any claims made based on misrepresentations of the seller and costs associated with installation of the unit. Please make sure you are familiar with the instrument or product prior to use and contact us with any questions.

Ocean Optics' liability is limited to the repair or the replacement, at our option, of any defective item and shall not include incidental or consequential damages whatsoever. Ocean Optics reserves the right to replace a discontinued model with a functionally comparable model.



DISCLAIMER

All other warranties including merchantability and fitness for a particular purpose, are disclaimed.

ANTI-BRIBERY CLAUSE

The Customer will: Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including, but not limited to:

- Local and national laws in the territories in which it operates.
- The UK Bribery Act 2010.
- The US Foreign Corrupt Practices Act 1977.
- The UN Convention Against Corruption.

Comply with the Halma plc Group Code of Conduct relating to bribery and corruption which may be found on www.halma.com.

Have in place its own policies and procedures to ensure compliance with this Clause.

Ensure that all parties with which it is associated or who are providing goods or services in connection with this Contract (including subcontractors, agents, consultants and other intermediaries) are aware of and comply with the requirements of this Clause.

Maintain complete and accurate records of all transactions and payments related to this Contract and, on reasonable request, disclose details of those transactions and payments to the Company.

On reasonable request confirm in writing to the Company that it has complied with the requirements of this Clause and, if so requested, allow the Company to verify this compliance by way of an audit of its records.

Immediately inform the Company if it suspects or becomes aware of any breach of this Clause by one of its employees, subcontractors, agents, consultants or other intermediaries and provide detailed information about the breach.

TO OBTAIN WARRANTY SERVICES:

If you require warranty service, please contact the Customer Service Department of Ocean Optics at 727-733-2447, during regular business hours, for information on returning the defective unit and obtaining service.

DO NOT RETURN ANY ITEM (S) DIRECTLY TO OCEAN OPTICS WITHOUT PRIOR AUTHORIZATION FROM CUSTOMER SERVICE.

Correspondence on warranty matters should be directed to:

**Ocean Optics Customer Service
8060 Bryan Dairy Road, Largo, FL 33777, USA
+1 727-733-2447
info@oceanoptics.com**

