



HARPER[®] **SCIENTIFIC** **WARRANTY**

Harper warrants that its products and equipment are free from defects in material and workmanship for a period of ninety (90) days for Proofer Assemblies & Systems, twelve (12) months for the motor and drive train of motorized proofers, and thirty (30) days for all other products and equipment. Harper's warranty EXCLUDES (a) products used in any manner outside the recommended use or not in accordance to the product's instructions and specifications; (b) any damage or repairs necessitated by negligence, abuse, misapplication, mishandling, disassembly, unauthorized repairs or modifications, abrasion, erosion, corrosion, environmental conditions, or the influence of foreign matter; (c) the design or operation of any system of which any product may be made a part; (d) damages or repairs as a result of improper servicing, unauthorized alteration, faulty installation, failure to perform or improper routine service/maintenance, or improper operation; (e) special requests or research and development applications; or (f) damage, repairs, or any liability caused, in whole or in part, by any conditions or factors beyond Harper's direct control. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE SOLE AND EXCLUSIVE REMEDY SHALL, AT HARPER'S OPTION, BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE AND EXPRESSLY EXCLUDES ALL OTHER REMEDIES, INCLUDING WITHOUT LIMITATION, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL AND PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

WARRANTY CLAIMS Buyer shall contact a Harper Representative to initiate a warranty claim within the limited warranty period. A Return Material Authorization Form from Harper is required to process all claims and MUST accompany all returned products. The alleged defective product must be returned to Harper in a manner that preserves the condition of the product and in accordance with the instructions on the Return Material Authorization Form. Upon receipt of the alleged defective product, Harper will perform an investigation and a detailed evaluation of the specifications, materials, and workmanship. If a warranty claim is validated, Harper may, at its sole discretion, elect to incur shipping and freight charges. However, if the alleged defect is determined by Harper to be caused by any action or inaction specifically excluded or otherwise not covered under Harper's Limited Warranty, the Buyer shall be responsible for all cost related to shipping, freight, insurance, customs, and delivery.

LIMITED LIABILITY HARPER SHALL NOT BE LIABLE FOR ANY CLAIMS, DEMANDS, CAUSES OF ACTION, OR LIABILITY WHATSOEVER ARISING OUT OF ANY INJURY TO PERSONS OR PROPERTY AS A RESULT OF THE OWNERSHIP, POSSESSION, OR USE OF ANY PRODUCT MANUFACTURED, REMANUFACTURED, SOLD, LEASED, OR DELIVERED BY HARPER, INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR: HARPER'S LIMITED WARRANTY; PRODUCT DEFECTS OR SERVICES PROVIDED; PRODUCTS USED IN ANY MANNER OUTSIDE OF THE RECOMMENDED, TESTED, OR SPECIFIED USE; NEGLIGENCE, ABUSE, MISAPPLICATION, MISHANDLING, UNAUTHORIZED REPAIRS OR ALTERATIONS, ABRASION, EROSION, CORROSION, ENVIRONMENTAL CONDITIONS, OR THE INFLUENCE OF FOREIGN MATTER; THE DESIGN OR OPERATION OF ANY SYSTEM OF WHICH ANY PRODUCT MAY BE MADE A PART OF; IMPROPER SERVICING, UNAUTHORIZED ALTERATION, FAULTY INSTALLATION, FAILURE TO PERFORM ROUTINE MAINTENANCE OR IMPROPER OPERATION; OR ANY LIABILITY CAUSED, IN WHOLE OR IN PART, BY ANY CONDITIONS BEYOND HARPER'S DIRECT CONTROL AND THE BUYER SHALL DEFEND AND HOLD HARPER HARMLESS AGAINST ANY SUCH CLAIMS, DEMANDS, CAUSES OF ACTION, AND LIABILITY