

All products are designed and manufactured to the latest internationally recognized standards by Prosense under a Quality Management system that is ISO 9001 certified. As such Prosense warrants its products against defective parts and workmanship and will repair or (at its option) replace any instruments which are or may become defective under proper use within 12 months from date of shipment from Prosense Technology. The Product will be returned repaired or replaced if it is determined by Prosense that the part failed due to defective materials or workmanship. Warranty is only valid if product is shipped prepaid to Prosense at Kartal, Istanbul TURKEY, in a package equal to or in the original container accompanied by a detailed description of any issue. Prosense reserves the right to charge for any site attendance where any fault is not found with the equipment in case return of goods is not practicable. Prosense shall not be liable for any loss or damage whatsoever or howsoever occasioned which may be a direct or indirect result of the use or operation of the Contract Goods by the Buyer or any Party.

This warranty covers instrument and parts sold to the Buyer only by authorized distributors, dealers and representatives as appointed by Prosense Technology. The warranties set out in this clause are not pro rata, i.e. the initial warranty period is not extended by virtue of any works carried out there under.

Exclusions

If gas sensors are part of the Product, the gas sensor is covered by a twelve (12) month limited warranty of the manufacturer. The gas sensors are covered by this limited warranty is subject to inspection by Prosense for extended exposure to excessive gas concentrations if a claim by the user is made under this limited warranty. Should such inspection indicate that the gas sensor has been expended rather than failed prematurely, this limited warranty shall not apply to the Product.

This limited warranty does not cover consumable items, such as batteries, or items subject to wear or periodic replacement, including lamps, fuses, valves, vanes, sensor elements, cartridges, sinters or filter elements. This warranty does not cover damage caused by accident, abuse, abnormal operating conditions or poisoning of sensor.

Warranty Limitation and Exclusion

Prosense will have no further obligation under this limited warranty. All warranty obligations of Prosense are void in below cases:

- if the Product has been subject to abuse, misuse, negligence, or accident
- if the Distributor or User fails to perform any of the duties set forth in this limited warranty
- if the Product has not been operated in accordance with instructions
- if the Product serial number has been removed or altered

Limitation of Liability

In no event will Prosense Technology be liable for any incidental damages, consequential damages, special damages, punitive damages, statutory damages, indirect damages, loss of profits, loss of revenues, or loss of use, even if informed of the possibility of such damages.

It is understood and agreed that Prosense' liability, whether in contract, in tort, under any warranty, in negligence or otherwise shall not exceed the amount of the purchase price paid by the purchaser for the product. Under no circumstances shall Prosense be liable for special, indirect, or consequential damages. The price stated for the product is a consideration limiting Prosense' liability. No action, regardless of form, arising out of the transactions under this warranty may be brought by the purchaser more than one year after the cause of actions has occurred. To the extent permitted by applicable law, these limitations and exclusions will apply regardless of whether liability arises from breach of contract, warranty, tort (including but not limited to negligence), by operation of law, or otherwise.