

**TERMS AND CONDITIONS:**

**1. TIME ESTIMATES.** Any assessment ISC may provide with respect to the time required to complete needed repairs is provided solely for Customer's convenience and is only an estimate of repair turn-around time. **ISC does not provide any guaranty that repair services will be completed within any specific timeframe**, including within the estimated timeframe for repair completion. ISC shall in no way be liable to Customer for any delay in completion of repairs due to any cause or circumstance beyond the reasonable control of ISC, including without limitation a demand for such repair services which exceeds ISC's ability to supply them, earthquakes, fire, accidents, floods, storms, other Acts of God, riots, wars, rebellions, strikes, lockouts or other labor disturbances, national or international emergencies, failure to secure materials or equipment from usual sources of supply, government rules, regulations, acts, orders, restrictions or requirements or any other causes of like or different nature.

**2. SERVICE.** ISC will perform all repairs services in a workman-like manner.

**3. LIMITED WARRANTY.** Repair services are warranted for a one (1) year period on the specific component(s) repaired; specifically, this warranty does not extend to the entire instrument that is repaired but covers only specific repaired components. For example, if ISC repairs the oxygen sensor on a given instrument, the oxygen sensor of that instrument is warranted for a one (1) year period but ISC provides no warranty with respect to any other components of the instrument, including but not limited to other sensors, batteries, etc. ISC does not warrant that the repair services will meet Customer's requirements. ISC's sole obligation under the warranty shall be limited to correction of defective repairs and re-performance of services. If during the one (1) year warranty period, Customer has any person or entity other than ISC perform additional repairs on the specific component(s) repaired by ISC, ISC's warranty shall be voided and ISC will owe no further warranty obligations to Customer. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH IN THIS SECTION 4 AND THE OBLIGATIONS AND LIABILITIES HEREUNDER ARE IN LIEU OF, AND CUSTOMER HEREBY WAIVES, ALL IMPLIED GUARANTEES AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IT IS IN LIEU OF ANY LIABILITY OF ISC UNDER ANY PROVISIONS OF ANY APPLICABLE LAW.**

**4. ITEMS NOT TO BE SHIPPED.** Customer agrees it will not ship calibration gas and any other items that may be considered hazardous materials to ISC for repair. Customer further agrees not to ship instrument cases or accessories to ISC unless those items are in need of repair. If Customer ships any instrument cases or accessories to ISC that do not require repair, Customer assumes all risk that such instrument cases or accessories may be lost or damaged. ISC shall have no liability to Customer for any instrument cases or accessories received not requiring repair that are lost or damaged.

**5. LIMITATION OF LIABILITY.** ISC shall not be liable to Customer for any SPECIAL, INDIRECT, PUNITIVE CONTINGENT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITIES, OR FOR LOSSES OR DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY THE REPAIR SERVICES OR FAILURE TO DELIVER THE REPAIR SERVICES.

**6. LIMITATION OF REMEDY.** If ISC should be held liable for damages to Customer for any cause arising out of this Agreement, or its breach, such damages, in the aggregate, shall not exceed the lesser of (i) the fees paid by Customer for the repair services, or (ii) actual damages incurred. Customer expressly waives its right to collect any greater amount.

**7. GOVERNING LAW.** This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the substantive laws of said Commonwealth without regard to its principles of conflicts of laws and the U.N. Convention on Contracts for the International Sale of Goods.

**8. MEDIATION.** The parties agree that they shall submit any dispute related to or arising out of this Agreement to non-binding mediation in Allegheny County, Pennsylvania. Each party shall bear its own costs incurred in connection with the mediation; the mediator's costs and fees shall be borne equally by the parties.

**9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions.