



Radiation Protection Systems, Inc.  
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## **RPS WARRANTY**

Radiation Protection Systems, Inc. (RPS) warrants that the supplies delivered hereunder will be free from defects in workmanship and materials. Subject to the limitations set forth below, RPS agrees to replace or correct within a reasonable time frame and without expense to the Buyer any supplies not conforming to the foregoing requirements when notified by Buyer thereof during a period of 12 months after delivery, provided that if the supplies have become radiologically contaminated, the Buyer will perform at its own expense any decontamination which may reasonably be required by RPS so that repair or replacement can be effected. In no event will contaminated supplies be shipped back to RPS. All returns must be authorized by RPS prior to shipment back to RPS.

This warranty excludes consumable parts, such as filter elements, bulbs, fuses, etc. during the warranty period.

Failure of the Buyer to properly complete all installation requirements, system test requirements and maintenance procedures as required by RPS via technical, operational or maintenance manuals shall release RPS from all of its obligations as herein provided.

The foregoing warranties are exclusive and in lieu of all other warranties, whether express or implied, including any warranty of merchantability or fitness for a particular purpose. Failure of the Buyer to promptly notify RPS of any such non-conformity shall release RPS from all of its obligations as herein provided. Further, any repairs or alterations to the equipment by the Buyer not authorized by RPS in advance shall release RPS from its warranty obligations. Any defects or damage resulting from abnormal use, misuse, abuse, or normal wear and tear are not covered under this warranty and shall be the responsibility of the Buyer.

This warranty applies only to the extent that any equipment or process furnished hereunder is in accordance with Seller's goods regularly sold and not (a) supplied according to Buyer's design or instructions; (b) modified to meet particular needs of Buyer; or (c) combined by Buyer with items not furnished hereunder, where such design, instruction, modification or combination is responsible for the warranty claim. The foregoing states the entire liability of Seller with respect to warranty.