

Product Warranty Terms and Conditions

These Warranty Terms and Conditions ("Warranty") outline the terms under which EKO Instruments ("EKO") provides warranty coverage for its products to the purchaser ("Customer"). By purchasing and using EKO's products, the Customer agrees to abide by these terms and conditions.

1. Warranty Coverage:

EKO warrants that its products will be free from defects in materials and workmanship under normal use for a specified warranty period from the date of invoice issued by EKO, unless otherwise specified.

Please refer to Appendix A for the warranty period of each product.

The customer shall bear the shipping cost between Customer and EKO's distributor or EKO, and the cost for reinstallation, even in the warranty period.

In case of chargeable repair after the warranty period, EKO warrants that its products will be free from defects in materials and workmanship under normal use for a period of [6] months for the parts subject to replacement or repair.

If the product is repaired free of charge under the warranty, the original warranty period will not be extended or reduced.

2. Exclusions:

This Warranty does not cover:

- Damage caused by movement or transportation subject to delivery.
- Damage resulting from misuse, abuse, accident, neglect, or improper installation or specification.
- Damage caused by unauthorized repairs or modifications.
Normal wear and tear, cosmetic damage, or damage due to environmental factors (e.g. Fire, salt damage, gas damage, flooding, abnormal voltage, other natural disasters such as earthquakes, storms and lightning strike and electronic surge, electrical over stress, other unexpected external factors, failures, and damage caused by animals, etc).
- Damage that occurs due to lack of appropriate maintenance (cleaning, checking, recalibration, etc.)
- Consumable parts, such as batteries unless otherwise stated.

- Malfunctions or damage consecutively caused by third party ancillary devices or software used in combination with this product.
- Calibration or re-calibration
- Products with removed or altered serial numbers or identification labels.

3. Warranty Claim Process:

- To make a warranty claim, the Customer must contact EKO's distributor or customer support of EKO within the warranty period.
- EKO may require the return of the defective product for inspection purposes.
- If repairs are to be carried out for a reason in clause #2, the customer will be responsible for the costs of repair. Cost estimation shall be done by EKO's distributor or EKO.
- If a defect covered by this Warranty is identified, EKO will, at its sole discretion, repair or replace the product.

4. Warranty Exclusivity:

This Warranty applies to EKO products under normal sales condition.

If a special sales contract including warranty has been concluded between EKO and Customer, that will take precedence over this policy.

5. Limitation of Liability:

- To the extent permitted by law, EKO's liability under this Warranty is limited to the cost of repairing or replacing the defective product.
- EKO is not liable for any incidental, consequential, or indirect damages arising from the use or inability to use the products such as personal injury, consequential damages, loss of business profits, business interruption, loss of business information, and other monetary losses.

6. Warranty transfer

Product warranty is transferable within the applicable product warranty period from the date of market entering.

7. Governing Law and Jurisdiction:

This Warranty shall be governed by the laws of, without regard to its conflict of law principles. Any disputes arising under or in connection with this Warranty shall be subject to the exclusive jurisdiction of the courts of [Japan].

8. Modification and Termination:

Company reserves the right to modify or terminate this Warranty at any time, with or without notice.

9. Severability:

If any provision of this Warranty is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

10. Contact Information:

For warranty claims or inquiries, please contact local EKO's distributor or EKO.

By using our products, the Customer acknowledges having read, understood, and agreed to these Warranty Terms and Conditions.