

### **Humanetics One-Year Limited ATD Product Warranty**

Humanetics Innovative Solutions ("Seller") will warranty any unused Anthropomorphic Test Device (ATD) parts for quality and defect up to one (1) year from date of shipment.

HUMANETICS hereby represents and warrants to the first Purchaser of goods identified in the ATD product catalog, as amended from time to time, that such goods:

- (i) Shall be free from defect in material and workmanship, and
- (ii) Shall comply with the specifications published by Seller with respect to such goods at the time such goods are delivered to Purchaser F.O.B. Seller's plant.

Except as set forth above, Seller makes no other representation or warranty of any kind with respect to goods identified in the ATD product catalog, and hereby assumes no responsibility for representation of implied warranties of fitness for purpose or use.

### **Humanetics Basic Coverage Terms**

- (i) Humanetics will warranty any ATD part for quality and defect if the part is on the shelf unused for a period up to 12 months and it does not pass certification or calibration. Unused instrumentation not recertified by Humanetics or an accredited body within one year after delivery is not subject to warranty coverage.
- (ii) Once the product(s) have been put through testing conditions we cannot guarantee the parts will be covered under warranty. For example, if an ATD or ATD component is put through a series of several test conditions and the vinyl parts are cut or torn, we would not consider these parts under warranty.
- (iii) Humanetics shall not be liable for any loss of time, inconvenience, commercial loss, installation charges, expenses of the Purchaser for repairs or replacements, nor incidental or consequential damages incurred by the Purchaser EXCEPT AS OTHERWISE AGREED IN CONTRACT.
- (iv) Humanetics extends this warranty only upon proper use of the product in the application for which intended, and does not cover products which have been modified without approval.

Warranty shall be void if:

- (i) Purchaser uses or applies products to Seller's goods which fail to meet Seller's specifications.
- (ii) Product is subjected to unusual physical or electrical stress
- (iii) The original identification marks on the product have been removed or altered.

### **What Humanetics Will Do**

Purchaser's exclusive remedy for Seller's breach of warranty shall be to return the goods to Seller at Seller's expense and, at Seller's option, to receive in exchange

- (i) A refund of the purchase price paid by Purchaser for such goods, or
- (ii) An equivalent new or repaired good from Seller meeting the warranty set forth above.

No item shall be returned for warranty or repair without prior authorization from Humanetics.

### **For More Information or to Get Service**

Warranty inquiries can be made by contacting Humanetics Customer Service or any Regional Account Representative.