

Shimadzu Corporation

Standard Product Warranty for the Device Department's products

Shimadzu corporation warrants to Device Department's products as follows:
(Products of the Devices Department are referred to as "the Product" below.)

1. Warranty period

- (1) The warranty period shall be 18 months from the date of shipment from Shimadzu or 12 months from the date of delivery (the date of completion of installation for the Product requires installation by Shimadzu or Shimadzu's designated service representatives), whichever is earlier.
- (2) New spare parts shall be subject to 6 months warranty period from the time such parts are installed or delivered, whichever is earlier. For refurbished or recycled parts, warranty period of 3 months from the installation or deliver shall be applied.
- (3) The parts repaired or replaced free of charge under the warranty in (1) or (2) above shall not be covered by the warranty period in (2) above, but be covered by the remaining warranty period of the Product thereof.

2. Warranty Description

If the Product failure occurs for reasons attributable to Shimadzu during the warranty period, Shimadzu shall repair or replace such Product free of charge. However, for the products or components which are available on the market only for a short time, such as personal computers and their peripherals/ parts, Shimadzu shall be excused from its obligation to provide compatible replacement for such products or components.

3. Limitation of liability

- (1) In no event shall Shimadzu be liable for any lost profits, indirect damages, derivative damages, or loss of data stored by you. Shimadzu shall not be liable for any damages claimed by third parties.
- (2) Shimadzu's liability for damages shall be limited in any event to the amount you paid for the Product.

4. Warranty exclusion

Even within the warranty period, the following faults are not covered by the warranty:

- (1) handling by mistake (including cases where the Product is not used normally in accordance with instructions such as the instruction manual and the label attached to the Product),
- (2) repairs or modifications made by the third party other than Shimadzu or Shimadzu's designated service representatives,
- (3) the Product use in combination with hardware or software other than those specified by Shimadzu,
- (4) the Product failure or software damages or database crashes including operation software caused by computer viruses not attributable to Shimadzu or Shimadzu designated service representatives,
- (5) the Product failure or software damages or database crashes including operation software caused by power failure including power outages or voltage drops,
- (6) the Product failure or software damages or database crashes including operation software caused by turning off the power switch of the Product without following the normal termination procedure,
- (7) the faults by the reasons unrelated to the Product itself,
- (8) The Product use in harsh environments, such as high temperatures or humidity levels, corrosive gases, or strong vibrations,
- (9) the faults by fires, earthquakes, or other natural disasters, contamination by radioactive or harmful substances, and other force majeure accidents such as wars, riots, or crimes,
- (10) the faults by transfers or transportations by the third party other than Shimadzu or Shimadzu's designated service representatives after installation.
- (11) the faults in consumables and equivalents including recording media such as CD-Rs,
- (12) the faults resulting from the negligence of specified inspection and maintenance,
- (13) the faults resulting from the negligence of packing and transportation precautions stated in the instruction manual or informed in advance by Shimadzu or Shimadzu's designated service representatives when the Product is returned to Shimadzu's factory for repair, or
- (14) other warranty exclusions described in the instruction manual or specification of the Product.

5. Notes for Product Warranty and After-Sales Service

- (1) Any repair or inspection of the Product installed by the third party other than Shimadzu (including Shimadzu designated service representatives) shall be conducted at Shimadzu's factory.
- (2) Performance after the repair or inspection will be guaranteed to be within the levels described in the catalog, operation manuals, or specification documents, but not necessarily the same as those at the time of delivery or before the repair and inspection of the Product.
- (3) If a third party other than Shimadzu or Shimadzu's designated service representatives changes or modifies the Product or its parts, or other than Shimadzu's designated or genuine parts is used in the product, the warranty shall be null and void. Shimadzu may charge you for the repair cost even within the Product Warranty period, or you may not be able to receive further repairs and maintenance by Shimadzu.
- (4) If a warranty document is attached to the Product, or if a contract or specifications including warranty clauses exists, such warranty conditions shall prevail.

6. Changes to the Product Warranty

- (1) Shimadzu may change the conditions of the Product Warranty by a notice of changes on this website or in any other manner deemed appropriate by Shimadzu.
- (2) If the conditions of the Product Warranty are changed, the effective date and the details of the change shall be posted on this website, and the change may take effect from that effective date.
- (3) You agree to comply with the latest warranty conditions before using the product. However, if Shimadzu makes any changes that require your consent under laws and regulations, Shimadzu shall obtain your consent separately.

7. Compliance with Laws

You agree to use the Product in compliance with all applicable laws and governmental regulations and guidelines such as, for example, those relating to the Foreign Exchange and Foreign Trade Act in Japan. If any official approval is required by a government authority to import, export or re-export the product, such import or export is subject to that approval. You shall obtain the necessary approval and comply in all respects with applicable laws, regulations, court orders, and internal rules of Shimadzu, including but not limited to laws and regulations on import and export control, in either party's country or other applicable countries.

8. Governing Law and Arbitration

These Product Warranty conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Japan and shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

Any dispute, controversy or claim between the parties arising out of or relating to the Product or these Product Warranty conditions, or the breach, termination, or invalidity thereof, shall be finally resolved by arbitration. Such dispute, controversy or claim shall be submitted to the Japan Commercial Arbitration Association ("JCAA"), and the arbitration proceedings shall be conducted in Tokyo, Japan, in accordance with the Commercial Arbitration Rules of the JCAA. The language of the arbitration shall be English, and the award rendered by arbitrator(s) shall be final and binding upon the parties hereto.