

Extended Warranty Terms and Conditions

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Document Purpose

This device warranty extension defines the scope, exclusions, and procedure for an extended warranty for Novasina water activity instruments (LabStart-aw, LabSwift-aw, LabTouch-aw, LabMaster-aw Neo).

It applies exclusively to the device specified in the factory certificate or order confirmation (model and serial number).

This warranty grants additional rights. Statutory warranty rights against the seller remain unaffected.

This warranty is governed by substantive Swiss law, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is at the registered office of Novasina AG, to the extent permitted by law.

Novasina distributes its products exclusively through authorized distribution partners. These warranty terms take this distribution structure into account and regulate the handling accordingly.

Definitions

- “Water Activity Instrument”: The Novasina laboratory instrument as a complete unit (housing, internal electronics/mechanics, and internal components required for basic functionality), identified by model and serial number. Internal components replaced during a repair are considered part of the instrument.
- “Non-Instrument”: Sensors/measuring probes/measuring cells, accessories, consumables, wear parts, calibration standards, protective filters, and separately supplied spare parts.

The components covered under a warranty claim are defined below.

Warranty Period and Commencement

- Standard: 24 months from the delivery date of the instrument by Novasina to the authorized distribution partner (in accordance with Novasina General Terms of Business (GTB), unless otherwise agreed).
- With device warranty extension: A total of 5 years (extension by an additional three years) from the relevant delivery date of the instrument. The warranty extension begins immediately after the standard warranty period and extends it to a total of 60 months.

As a rule, the relevant date is the original delivery date of the instrument by Novasina to the authorized distribution partner. If more than 6 months elapse between delivery to the distribution partner and resale to the end customer, the resale date shall apply upon request of the end customer within the first month the customer received the product.

Warranty Remedies

For the duration of the warranty, Novasina warrants that the instrument is free from material and manufacturing defects.

Warranty claims are initially assessed by the authorized distributor and needs to be confirmed by Novasina. In the event of a warranty claim, Novasina shall decide at its sole discretion on the type and scope of remedy:

- (a) Repair of the instrument by Novasina (mainly when prints are affected, these must be tested on the internal test bench), or
- (b) Replacement of the instrument (possibly with a functionally equivalent replacement device), or
- (c) A corresponding credit note for the spare parts and reimbursement of the distributor's labor costs (subject to a separate agreement between Novasina and the distributor). In this case, the repair shall be carried out by the authorized distributor under its own responsibility.

The warranty exclusively covers the functionality of the instrument within its specified technical characteristics. No further warranty regarding condition or performance is assumed.

Replaced parts become the property of Novasina. Novasina may request the return of replaced parts for quality analysis.

Coverage and Exclusions

Under the assumption that the conditions below are fulfilled and none of the below listed exclusions apply (e.g. improper use), the warranty covers the main components of the device, including the housing (no wear parts, see below), electronics, display, and main board.

The device warranty extension does not cover in particular:

- Sensors, measuring probes/cells, accessories, consumables, wear parts (e.g. springs, lid hinges, lid locking mechanisms, flap closures mechanical joints) calibration standards, protective filters, and separately supplied spare parts.
- Normal wear and tear, cosmetic damage, cleaning, maintenance, calibration, qualification (IQ/OQ/PQ), performance or accuracy verification, as well as drift or deviations outside the specified operating conditions.
- Measurement deviations resulting from improper use, environmental influences, sample characteristics, lack of maintenance, or failure to follow the operating instructions.
- Damage or defects caused by improper use, non-intended application, unsuitable environmental conditions, incorrect samples/media, lack of or improper maintenance, transport damage/accidents, or force majeure.
- Damage or defects resulting from unauthorized modifications, opening, repairs, tampering, or use of non-approved components.
- Software, digital services, and updates/upgrades.
- Compliance with regulatory requirements, official approvals, audit results, or conformity of the operator's processes.

Prerequisites (Customer Obligations)

The instrument must be operated in accordance with the operating and installation instructions and within the specified operating conditions.

Defects must be reported immediately upon detection.

The serial number, proof of purchase or delivery, and a comprehensible description of the defect must be provided.

Distribution Partner and Service Handling

- Novasina distributes exclusively through authorized distribution partners.
- Warranty claims must be asserted exclusively through the respective authorized distribution partner from whom the instrument was purchased.
- The distribution partner is the primary point of contact for fault analysis, service coordination, and communication with the end customer.
- Service handling is carried out by the distribution partner under its own responsibility in accordance with the applicable Novasina service and quality guidelines.
- Direct claims by the end customer against Novasina are excluded unless expressly agreed in writing.
- Rights arising from this warranty exist exclusively within the framework of the respective contractual relationship between Novasina and the authorized distribution partner.

Procedure in the Event of a Warranty Claim

- The end customer contacts the authorized distribution partner.
- The distribution partner reviews the case and performs diagnostics in accordance with Novasina requirements.
- Coordination with Novasina takes place and further measures are approved.
- Repair, replacement, or other remedy will be carried out in accordance with the Novasina approval and service process.
- For repaired or replaced parts, a six-month warranty applies from the date of repair or replacement, provided that the remaining five-year warranty period is shorter

Relationship to General Terms of Business (GTB) / Liability

In addition, the Novasina General Terms of Business (GTB) apply e.g. section 8. Delivery, Transport and Insurance. In the event of any contradiction relating to an extended warranty claim, the warranty scope described herein shall be governed exclusively by this Warranty Extension Terms and Conditions. In all other respects, the General Terms of Business (GTB) remain unchanged.

Service or maintenance contracts do not extend or renew the warranty periods.

The liability limitations provided in the General Terms of Business (GTB) apply, in particular the exclusion of indirect or consequential damages, production losses, downtime costs, or loss of profit, to the extent permitted by law.

Scope of Application / Transferability / Acquisition

Scope of application (territory): worldwide

- Transferability: The warranty is linked to the instrument and may only be transferred together with the instrument, provided that the new operator is also supported by an authorized Novasina distribution partner.
- Acquisition:
 - The warranty extension is free of charge provided that the end customer registers on the official Novasina website within the regular 24-month warranty period from the delivery date of the instrument.
 - A prerequisite is the complete and truthful completion of all fields marked as mandatory in the registration form. The mandatory information is used exclusively for warranty processing, service support, quality assurance, as well as technical and product-related development.
 - After successful registration, the end customer receives a registration confirmation as proof of the warranty extension.
 - Incomplete or late registrations do not give rise to any claim to the warranty extension. Obvious input errors or technical transmission problems may be corrected within 30 days.
 - Consent to marketing communication (for example newsletter subscription requirements) is not a prerequisite for the warranty extension.