



## Warranty Statement

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Cellix Limited

## Limited Warranty Statement

### 1. General Terms and Conditions

- 1.1 Warranted Products include "Standard Products", "Consumables" and "Reagents". All Standard Products, as set out in Schedule A, are supplied with a 12 month warranty. All Consumables and Reagents, as set out in Schedule B, are supplied with a 6 month warranty.
- 1.2 Any Software distributed by Cellix, whether or not incorporated into the Warranted Products, is not covered under this Limited Warranty. Please refer to Cellix's Software License Agreement by emailing [info@wearecellix.com](mailto:info@wearecellix.com) for more information.
- 1.3 The Warranty Period applicable to normal wear items and replacement parts provided under this Limited Warranty against defects in materials and workmanship is ninety (90) days from their date of delivery by Cellix.
- 1.4 Product information, whether verbal or written, is given without any obligation as regards intellectual property rights, of any third parties.
- 1.5 Notification to Cellix of open defects of goods shall be admissible if immediately made in writing as per Clause 2.1, stating the invoice number and date, and the markings on the packaging.
- 1.6 Upon written request of Cellix, the Buyer shall immediately supply samples of the defective goods.
- 1.7 Notification to Cellix of hidden defects must immediately be made in writing, however, no later than three (3) days after discovery of such defects. This does not affect the statutory periods of limitation.
- 1.8 Claims of the Buyer which are acknowledged by Cellix shall oblige Cellix to make satisfactory substitute delivery only; the Buyer shall not be entitled to reduce the sales price or to with hold payment.
- 1.9 The warranty does not apply to the following: (i) Normal wear and tear; (ii) Damage caused by accident, abuse, misuse, misapplication, or failure to follow usage directions; (iii) Damage caused by service performed by anyone other than Cellix or a Cellix-certified service technician; (iv) A Warranted product that has been modified without the written permission of Cellix; (v) If any Cellix serial number, date stamp or other markings has been removed or defaced; (vi) Any item concerning the Warranted Products' appearance that is not due to a defect in material or workmanship.

- 1.10 To the maximum extent permitted by law, this Limited Warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Cellix specially disclaims any and all implied warranties, including, without limitation, warranties of merchantability, and fitness for a particular purpose. If Cellix cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the warranty period.

## 2. Returns & Refunds – Obtaining Warranty Service

- 2.1 Any damage/shortage of goods must be reported within five (5) working days of receipt by the Buyer. If damage or shortage is immediately apparent on delivery, please: (a) Notify the carrier when signing for receipt of goods; (b) Notify Cellix as soon as possible. If Buyer fails to notify Cellix within five (5) days after the Products have been received by Buyer, such Products shall conclusively be deemed to conform to the T&Cs hereof and their specifications and to have been irrevocably accepted by the Buyer.
- 2.2 The Buyer must not return the goods to Cellix without first notifying Cellix in accordance with Clause 2.1. If the issue cannot be resolved remotely and the goods must be returned to Cellix for investigative assessment, Cellix will provide the Buyer with a Product Return Form. The Product Return Form must be completed and submitted to Cellix prior to shipment of any returned goods. Following receipt of the Product Return Form, Cellix will issue the Buyer with a Return Product Authorization (RPA) Number.
- 2.3 The Buyer must when returning the goods, quote the Return Product Authorization (RPA) Number on all correspondence and packaging. The Buyer is responsible for all shipping costs to/from Cellix for returned goods.
- 2.4 During the period of time between notification of damage to Cellix and the return of any damaged goods, the Buyer agrees to hold those damaged goods in the correct storage conditions in accordance with the terms of Cellix's specifications.
- 2.5 Should said damages, defects or shortages notified by the Buyer be verified, the Buyer shall be entitled to (i) replacement Products or (ii) when replacement is not possible, refund of any part of the price paid for the Products found to be defective within fifteen (15) business days at no additional cost to the Buyer, it being specified that no indemnity or compensation whatsoever shall be due to the Buyer on this ground.
- 2.6 In case of defective substitute delivery the Buyer may, however, cancel the contract or reduce the purchase price.

- 2.7 When a Warranted Product is exchanged or repaired, any replacement item becomes the property of the Buyer and the replaced item becomes Cellix's property. When a refund is given, the Warranted Product becomes Cellix's Property.

### 3. Liability

In no event shall Cellix be liable, whether in contract, tort (including negligence), strict product liability or otherwise, for damages in excess of the purchase price of the Warranted Product with respect to which such damages are asserted, plus any freight charges actually paid attributable to such Warranted Products, or for any indirect, special, punitive or consequential damages of any kind, including loss of profits, loss of use, interruption of business, or any costs of recovering or reproducing any program or data stored, arising out of or in connection with the use of or inability to use the Warranted Product or Cellix's performance of its obligations hereunder, to the full extent these damages may be disclaimed by law.

### 4. Exclusions and Limitations

- 4.1 This Limited Warranty applies only to the Warranted Products. This Limited Warranty does not apply to any other products, whether or not packaged or sold with the Warranted Products.
- 4.2 This Limited Warranty can be redeemed only by the original purchaser at the original location where Cellix shipped the Warranted Product. If you wish to transfer this Limited Warranty, please contact Cellix for more information.
- 4.3 This Limited Warranty gives you specific legal rights and you may also have other rights that vary from jurisdiction to jurisdiction.

## Schedule A

**Schedule A** sets out the Standard Products covered by this Limited Warranty. All Standard Products are supplied with a 12 month warranty.

Product Category	Cellix Product Name
Inish Analyser	<ul style="list-style-type: none"> <li>• Inish Analyser</li> <li>• Sample Injector Modules (SIM30, SIM60, SIM100)</li> </ul>
VenaFlux	<b>VenaFlux Basic:</b> <ul style="list-style-type: none"> <li>• ExiGo pump</li> <li>• Microenvironmental chamber</li> </ul>
	<b>VenaFlux Starter:</b> <ul style="list-style-type: none"> <li>• Mirus pump</li> <li>• Microenvironmental chamber</li> </ul>
	<b>VenaFlux Pro:</b> <ul style="list-style-type: none"> <li>• Mirus Evo pump</li> <li>• Microenvironmental chamber</li> <li>• Microscope: Zeiss AxioVert A1 Fluorescence with Manual Stage</li> <li>• Digital Camera for image acquisition: Prime BSI Express</li> <li>• Dell PC</li> </ul>
	<b>VenaFlux Elite:</b> <ul style="list-style-type: none"> <li>• Mirus Evo pump</li> <li>• Microenvironmental chamber</li> <li>• Microscope: Zeiss AxioObserver7</li> <li>• Digital Camera for image acquisition: Prime BSI Express</li> <li>• Dell PC</li> </ul>
Microfluidic Pumps	ExiGo, Mirus Evo, UniGo, 4U, Kima
Accessories	<ul style="list-style-type: none"> <li>• Pumps Accessories: flow sensors, compressors, vacuum pump, manifold, ExiGo dock</li> <li>• Sample Reservoirs and Holders</li> <li>• Biochip Microscope Frames</li> </ul>

## Schedule B

**Schedule B** sets out the Consumable and Reagent Products covered by this Limited Warranty. All Consumables and Reagents, as set out in Schedule B, are supplied with a 6 month warranty.

Product Category	Cellix Product Name
Consumables	<ul style="list-style-type: none"><li>• Inish Analyser Sample and Waste tubes</li><li>• Biochips</li><li>• Syringes</li><li>• Tubing Kits</li><li>• Tubing, Connectors, Adapters</li></ul>
Reagents	<ul style="list-style-type: none"><li>• Inish Analyser reagents: Inish Analyser Buffer, Inish Cleaning Fluid, Inish Calibration kit.</li><li>• Droplet Generation Reagents</li></ul>