

## **BROOKFIELD WARRANTY**

In the event of a defect in material or workmanship of this product that occurs within twelve (12) months<sup>1</sup> (the “original warranty period”) after delivery of this product, Brookfield Engineering Laboratories, Inc. agrees to correct said defect, either by repair, or at Brookfield’s election, by replacement, without cost to the original user except for shipping charges as set forth below. In the event of repair or replacement, the repaired or replacement unit will be warranted for the remainder of the original warranty period or ninety (90) days, whichever is longer.

The warranties and the obligations of Brookfield Engineering Laboratories, Inc. hereunder shall apply only to the original user of this product. These warranties shall not apply if the defect or malfunction was caused by accident, neglect, unreasonable use, improper service, or other causes not arising out of defects in material or workmanship. If, after inspection, we determine that the instrument has been subject to tampering, careless handling, improper or faulty application or installation, the above warranty shall not be applicable, and we shall have the right to make a charge to cover the cost of repairs and service.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE DESCRIPTION PERIOD SET FORTH HEREIN.

BROOKFIELD ENGINEERING LABORATORIES, INC.’S SOLE OBLIGATION UNDER THIS WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT AND BROOKFIELD SHALL NOT, IN ANY EVENT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE USE OR POSSESSION OF THE PRODUCT.

Some states in the United States do not allow (1) limitations on how long an implied warranty lasts or (2) the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific rights, and you may also have other rights which vary from state-to-state.

<sup>1</sup>Brookfield Dial Read Viscometers with Electronic Drives carry a 2-year limited warranty.