

NANOAFFIX LIMITED WARRANTY
(“Limited Warranty”)

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY IS SUBJECT TO THE TERMS AND CONDITIONS STATED BELOW.

WHO MAY USE THIS WARRANTY?

NanoAffix Science LLC, located at 1225 Discovery Parkway, Wauwatosa, Wisconsin 53226 (“**NanoAffix**” or “**We**”) extends this Limited Warranty only to the Customer who originally purchased a lead test kit device (“**Test Kit**”) and/or lead test kit sensor (“**Sensor**”) from NanoAffix (“**You**”). This Limited Warranty does not extend to any subsequent owner or other transferee of the Test Kit or Sensor.

WHAT DOES THIS WARRANTY COVER AND FOR HOW LONG?

We warrant to You that your Test Kit will be free from defects in material and workmanship for a period of one (1) year from the date of shipment, provided that the Test Kit is used for its intended purpose and activated, used, and maintained by You in accordance with all Documentation, instructions and manuals provided or published by NanoAffix.

We warrant to You that each Sensor purchased by You from NanoAffix will be free from defects in material and workmanship until the “expiration date” stamped or shown on the Sensor’s packaging, provided that the Sensor is used for its intended purpose and installed and used by You in accordance with all Documentation, instructions and manuals provided or published by NanoAffix.

WHAT DOES THIS WARRANTY NOT COVER?

This Limited Warranty does not cover or apply to any claim, loss, injury or damage resulting from or due to: (a) any Goods supplied but not manufactured by NanoAffix; (b) transportation; (c) normal wear and tear; (d) abuse or neglect; (e) improper use, handling, storage, installation or testing; (f) failure to follow product instructions in the Documentation or to perform any preventive maintenance; (g) any unauthorized disassembly, alterations or modifications; (h) unauthorized repairs; (i) submersion of the Test Kit into any water source; (j) external causes such as accidents or other actions or events beyond NanoAffix’s reasonable control; or (h) use of the Mobile Application.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NANOAFFIX DOES NOT WARRANT OR GUARANTEE THAT THE GOODS WILL OPERATE UNINTERRUPTED OR ERROR-FREE; BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SYSTEM OR SERVICES; BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. FURTHER, THE TEST KIT AND SENSOR ARE INTENDED AS A PRE-SCREENING TOOL ONLY FOR THE PRESENCE OF LEAD IN WATER SAMPLES TAKEN AND TESTED BY YOU. NANOAFFIX DOES NOT WARRANT OR GUARANTEE THE ACCURACY OF ANY RESULTS OBTAINED FROM THE GOODS OR MOBILE APPLICATION.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defect in the material or workmanship of a Test Kit or Sensor occurring during the Warranty Period, We will repair or replace the defective Test Kit or Sensor (or defective part thereof), without cost to You. If repair or replacement is impossible or impracticable, as an alternative, We reserve the right to reimburse You for the original purchase price paid by You for the defective Test Kit or Sensor. We will also pay for shipping and handling fees to return the repaired or replacement Test Kit or Sensor to You if we elect to repair or replace the defective item.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NO OTHER REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE AVAILABLE TO CUSTOMER.

LIMITATION OF LIABILITY

OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE TEST KIT OR SENSOR, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

DISCLAIMER OF OTHER WARRANTIES

THIS LIMITED WARRANTY IS NANOAFFIX'S SOLE AND EXCLUSIVE WARRANTY WITH RESPECT TO THE TEST KITS AND SENSORS. ALL IMPLIED WARRANTIES ARE STRICTLY LIMITED TO THE DURATION OF THE LIMITED WARRANTY APPLICABLE TO THE TEST KITS AND SENSORS AS STATED ABOVE, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTY STATED ABOVE FOR TEST KITS AND SENSORS, NANOAFFIX DOES NOT PROVIDE ANY REPRESENTATION, WARRANTY, OR GUARANTY OF ANY KIND WITH RESPECT TO OTHER GOODS. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to You.

HOW TO OBTAIN WARRANTY SERVICE?

For inquiries regarding warranty coverage and service, You should contact us at 1-414-758-9292; write us at 1225 Discovery Parkway, Wauwatosa, Wisconsin 53226; or email us at: sales@nanoaffix.com. If requested by NanoAffix, You must provide proof of purchase. Upon receipt of your warranty claim, We will issue a Return Goods Authorization (“**RGA**”). Upon receipt of the RGA, You will package and ship the item subject to the RGA to NanoAffix. A copy of the RGA should accompany the returned item. You may not return a test Kit or Sensor to NanoAffix under this Limited Warranty without first obtaining an RGA.