

# BLUE WAVE LIMITED WARRANTY

BLUE WAVE ULTRASONICS, INC. ["BLUE WAVE"] warrants this Product [including accessories] against defects in material or workmanship as follows:

- 1) **TRANSDUCER/DIAPHRAGM AND TANK:** When powered by a Blue Wave Generator and using an aqueous solution known not to attack 304 stainless steel, Blue Wave warrants to repair or replace at no charge for labor or materials as follows:
  - The silver-brazed transducer/diaphragm is guaranteed for the lifetime of the product not to fail, deteriorate, wear through, burn out or suffer a bond failure to the braze.
  - The tank is guaranteed not to fail or wear through for a period of twenty [20] years.
- 2) **GENERATOR:** If this product is determined to be defective Blue Wave will supply, at no charge, new or rebuilt replacement parts in exchange for defective parts for a period of two [2] years. After the parts warranty period, you must pay for all parts charges. In addition, for a period of one [1] year from the date of purchase, Blue Wave will repair the Product at no charge for labor. After the labor warranty period, you must pay for all labor charges.
- 3) **ALL OTHER COMPONENTS, ACCESSORIES AND INSTALLED OPTIONS:** For a period of one [1] year from the date of purchase, if this product is determined to be defective, Blue Wave will repair the Product at no charge for labor or parts. After the Warranty Period, you must pay for all labor and parts charges.

To obtain warranty service, you must deliver the Product, or Part thereof, freight prepaid, in either its original packaging or packaging affording an equal degree of protection, along with your written notice stating the Product is being returned for service and the problem to the Blue Wave service facility. Blue Wave will diagnose the problem, complete repairs, and return in the same shipping container. Proof of purchase in the form of an invoice as evidence that the Product is within the Warranty period may be required to obtain warranty service.

This warranty does not cover transportation damage, installation, set up adjustments, or customer instruction or training.

This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, or modification of or to any part of the Product. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply, or repair by anyone other than those authorized in writing by Blue Wave to service the Product. This warranty does not cover Products sold AS IS or WITH ALL FAULTS, or consumables.

This warranty is invalid if factory applied serial numbers have been altered or removed from the Product.

This warranty is in lieu of any other guarantee or representation expressed or implied. Any guarantee of marketability or fitness for any use or purpose is expressly excluded. Blue Wave shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this Product. Blue Wave shall not be liable for any injury, loss or damage, direct or consequential arising out of the use or the ability to use this product.

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