



May 2020

LIMITED MANUFACTURER WARRANTY

A. Consumer Law

This Biogenets Limited Manufacturer Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods.

As such, the Biogenets One-Year Limited Manufacturer warranty benefits are in addition to, and not instead of, rights provided by consumer law.

PLEASE RETAIN YOUR RECEIPT AS PROOF OF PURCHASE.

B. BIOGENETS MOSQUITO TRAPS are warranted against defects in workmanship and material for a period of one (1) year from date of shipment as evidenced by BIOGENETS's packing list or other transportation receipt, or by proof of purchase, unless otherwise agreed to in writing.

C. BIOGENETS's sole responsibility under this warranty shall be to either repair or replace, at its option, any component which fails during the applicable warranty period because of a defect in workmanship and material, provided PURCHASER has promptly reported same to BIOGENETS in writing. All replaced Products or parts shall become BIOGENETS's property.

D. BIOGENETS will honor the warranty at BIOGENETS's repair facility in Regensburg, Germany or at a Biogenets approved service location. It is PURCHASER's responsibility to return, at its expense, the allegedly defective Product to BIOGENETS. PURCHASER must obtain a Service Request Order (SRO) number and shipping instructions from BIOGENETS prior to returning any Product under warranty. Transportation charges for the return of the Product to PURCHASER shall be paid by BIOGENETS. The warranty excludes all other associated costs of shipping, i.e. customs clearance, duties, taxes, etc. If BIOGENETS determines that the Product is not defective within the terms of this warranty, PURCHASER shall pay BIOGENETS all costs of handling, transportation and repairs at the then prevailing repair rates.

E. All the above warranties are contingent upon proper use of the Product. These warranties will not apply (i) if adjustment, repair or parts replacement is required because of accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, environmental controls, transportation, not maintained in accordance with BIOGENETS specifications, or abuses other than ordinary use; (ii) if the Product has been modified by PURCHASER or has been repaired or altered outside BIOGENETS's repair facility, unless BIOGENETS specifically authorizes such repairs or alterations; (iii) if the product is not used according to the instructions of the manual.

F. BIOGENETS also reserves the right to make product improvements without incurring any obligation or liability to make the same changes in Products previously manufactured or purchased. In no event shall BIOGENETS be liable for any breach of warranty in an amount exceeding the net selling

price of any defective Product. No person, including any dealer, agent or representative of BIOGENTS is authorized to assume for BIOGENTS any other liability on its behalf except as set forth herein. If any payment is due BIOGENTS for services performed hereunder, it shall be subject to the same payment terms as the original purchase.

This warranty certification may be amended from time to time.