

## *Warranties & Legal*

### Legal Disclaimers:

Use of any ECHO product is at the user's own risk and discretion. In no event shall ECHO be liable for any damages of any kind, incidental or consequential, regardless of the legal theory applied, caused directly or indirectly by our products or their instructions or associated components and materials.

ECHO instruments and/or software are not intended for use in life support or mission-critical systems, or in clinical or diagnostic applications. Use of any of our products in such applications is not supported by ECHO.

### Warranty Policy:

ECHO instruments are warranted by ECHO to be free of defects in material or workmanship for a period of one (1) year from the date of purchase. A warranty of one year applies to pumps, filters, infrared sources and fuel cells. If a problem develops during that period, contact ECHO with a description of the problem. Most problems are caused by inappropriate connections or operation and can be diagnosed at a distance. If the problem is caused by a defect in the instrument, ECHO will issue it with a Return Material Number (RMN). ECHO cannot accept responsibility for goods returned without an RAN. Ship the instrument, freight prepaid, to ECHO. To assist us in processing your repair as efficiently as possible, please fill in the form, print it out, and enclose it plus any other relevant material with your instrument. Email-us any relevant data files. Please use our packing checklist in the return form when shipping instruments to us. ECHO will at its discretion repair or replace the instrument. The warranty specifically excludes damages caused by misuse, abuse or unauthorized modifications or repairs.

### Limitation of Warranties:

ECHO and its subsidiaries and distributors makes no warranties of any kind other than what is expressly noted herein. In no case shall ECHO be responsible for any damages suffered by the buyer arising out of the buyer's own negligence or willful acts or failure to act in connection with the storage, handling or use of ECHO by buyer or its transferee risk of loss or damage thereto.

After the warranty period the expired, ECHO offers a repair and/or calibration service at a reasonable price. Please follow the above procedures (obtaining a RMN, etc.) to have your instrument repaired or recalibrated.

### Limitation of Remedies:

ECHO shall not be liable under any circumstances for any special, consequential, incidental, punitive or exemplary damages arising out of or in any way connected with this agreement to sell goods to the buyer of the goods, including, but not limited to, damages for lost profits, loss of use, lost data, or for any damages or sums paid by the buyer to third parties, even if ECHO has been advised of the possibility of such damages. The foregoing limitation of liability shall apply whether the claim is based upon principles of contract, warranty, negligence, or other tort, breach of any statutory duty, principles of indemnity or contribution, the failure of any limited or exclusive remedy to achieve its essential purpose, or otherwise.

## *Update Policy:*

ECHO continuously improves and updates its instruments, and reserves the right to substitute an equivalent or superior instrument if the instrument being ordered has been updated and/or improved. Please understand that because updating often involves fundamental re-design, ECHO is not obliged to update instruments that have already been purchased. Updates will be made available on a case-by-case basis where practical. The availability of such updates in particular cases shall not be construed as precedent for the availability of updates in general.

## *Technical Support:*

ECHO instruments and software are supported by the best technical support in the business. We ask you to bear in mind that our products are intended for use by scientists, researchers and trained technicians. Most of all products can also be used in a teaching environment with suitable training of the students by on-site personnel. ECHO offers free technical support to end users of our products who have training and background in science and/or laboratory practice. Examples include professional researchers, graduate students, postdoctoral associates and laboratory technicians. Additional technical support options are available, including on-site training and consulting.

In order to keep requests for technical assistance within manageable limits, we request your cooperation. In particular, we cannot offer technical assistance on matters not related to our products, such as how to operate a computer. In addition, we cannot offer general training in science and/or laboratory techniques. If you are unqualified to be in a laboratory, we cannot give you the required background in a few phone calls. For example, a first-year non-science undergraduate student without computer or laboratory skills cannot and should not be expected to set up a complex instrumentation system. If such a person is placed in an inappropriate position by a supervisor, it cannot be expected to do miracles, and it must be claimed that an appropriately trained person is found to set up the equipment.

**Please note that technical support is available in English and German**

**If you require technical assistance, follow these steps:**

- 1. Read the manual(s) for the instrument(s) or software. Most problems can be solved by consulting the documentation.*
- 2. Consult colleague(s) who are familiar with the instrument(s) or software.*
- 3. If you cannot solve the problem, contact ECHO.*

## **Demonstrations:**

ECHO equipment is often available for demonstration at our exhibits at the scientific meetings we attend. Please let us know in advance if you would like a specific demonstration, and we will try to accommodate you. Because we are not a large company with a travelling sales force, we generally do not provide free demonstrations at customer facilities. This policy keeps our prices down by discouraging vanity demonstrations. If a demonstration is desired, we can either provide it at our facilities, or at a modest cost elsewhere.

## *Privacy Policy*

Some downloads request a name and email address so that **ECHO** can provide updated information in case it should be available. Individuals asking specific questions through



**ECHO, d.o.o.**

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our e-mail response page they are asked to provide information so that we can contact them with the information they request. ECHO will not share or sell personal information to any third party. If you wish to change or remove your contact information from our database, please send an email to [info@echoinstruments.eu](mailto:info@echoinstruments.eu)