



3M™ Attest™ Auto-reader Models 390, 390G, 490 and 490M

LIMITED WARRANTY AND DISCLAIMER

3M warrants that i) at the time of shipment, each of the 3M™ Attest™ Auto-reader Models 390, 490 and 490M (“Product”) will meet the respective Product specifications and ii) for one year from the date of shipment that the Product will substantially perform in accordance with the respective instructions accompanying the Product and any consumables used with Product (“User Documentation”). The terms of this Agreement do not affect or prejudice the statutory rights of a consumer acquiring the Product otherwise than in the normal course of a business.

THIS WARRANTY DOES NOT APPLY IN THE FOLLOWING CIRCUMSTANCES:

- (A) THE PRODUCT HAS BEEN REPAIRED BY PERSONS NOT AUTHORIZED BY 3M; OR
- (B) THE PRODUCT HAS BEEN ALTERED, MODIFIED, OR MISUSED; OR
- (C) THE PRODUCT IS USED WITH NON 3M BIOLOGICAL INDICATORS; OR
- (E) THE PRODUCT HAS NOT BEEN MAINTAINED OR USED IN ACCORDANCE WITH THE RESPECTIVE USER DOCUMENTATION.

UNLESS PROHIBITED BY LAW, THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, THE IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE. 3M DOES NOT WARRANT THAT THE PRODUCT WILL FUNCTION ERROR FREE.

LIMITATION OF LIABILITY

UNLESS PROHIBITED BY LAW, 3M WILL NOT BE LIABLE TO CUSTOMER OR OTHERS FOR ANY OTHER DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES INCLUDING, FOR EXAMPLE, LOST PROFITS, BUSINESS, INVESTMENTS, OR OPPORTUNITIES EVEN IF 3M HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LIMITED REMEDY

If the Product does not meet the respective Product specification at the time of shipment, 3M's only obligation shall be, at 3M's option: 1. to replace such Product, or 2. refund the purchase price. If within one year after shipment, the Product does not conform to the express warranty set forth above, 3M's sole obligation and Customer's sole remedy shall be, at 3M's option: 1. to repair or replace the non-conforming component or Product; or 2. refund the purchase price.