# RETURN AND WARRANTY POLICY

# **RETURN POLICY**

Apogee Instruments will accept returns within 30 days of purchase as long as the product is in new condition (as determined by Apogee). Returns are subject to a 10 % restocking fee.

The PS series spectroradiometers are non-refundable. Any custom-built product is non-refundable.

## WARRANTY POLICY

#### What is Covered

All products manufactured by Apogee Instruments are warranted to be free from defects in materials and craftsmanship for a period of four (4) years from the date of shipment from our factory. To be considered for warranty coverage, an item must be evaluated by Apogee.

Products not manufactured by Apogee are covered for a period of one (1) year, which applies to the following products:

- PS-series spectroradiometers
- MS-100 InSight
- SS-110 and SS-120 spectroradiometers
- MC-100 chlorophyll content meters
- EE08-SS humidity probes
- Brackets, rods, leveling plates, and adapters

Third-party accessories—like batteries, fans, and splitters—carry the original manufacturer's warranty.

Sensor wands have a 30-day warranty.

# **What is Not Covered**

Neoprene pouches, carrying cases, and sensor caps are not covered under warranty.

The customer is responsible for all costs associated with the removal, reinstallation, and shipping of suspected warranty items to our factory.

The warranty does not cover equipment that has been damaged due to the following conditions:

- 1. Improper installation, use, or abuse.
- 2. Operation of the instrument outside of its specified operating environment.
- 3. Natural occurrences such as lightning, fire, etc.
- 4. Unauthorized modification.

5. Improper or unauthorized repair.

Please note that nominal accuracy drift is normal over time. Routine recalibration of sensors/meters is considered part of proper maintenance and is not covered under warranty.

#### Who is Covered

This warranty covers the original purchaser of the product or other party who may own it during the warranty period.

#### What Apogee Will Do

At no charge Apogee will:

- 1. Either repair or replace (at our discretion) the item under warranty.
- 2. Ship the item back to the customer by the carrier of our choice. (If the customer elects to use different or expedited shipping methods, it will be at the customer's expense.)

#### How To Return an Item

- 1. Please do not send any products back to Apogee Instruments until you have received a Return Merchandise Authorization (RMA) number from our technical support department by submitting an online RMA form at <a href="https://www.apogeeinstruments.com/tech-support-recalibration-repairs/">www.apogeeinstruments.com/tech-support-recalibration-repairs/</a>. We will use your RMA number to track the service item. Call (435) 245-8012 or email techsupport@apogeeinstruments.com with questions.
- 2. For warranty evaluations, send all RMA sensors and meters back in the following condition: Clean the sensor's exterior and cord. Do not modify the sensors or wires, including splicing, cutting wire leads, etc. If a connector has been attached to the cable end, please include the mating connector otherwise the sensor connector will be removed in order to complete the repair/recalibration. *Note:* When sending back sensors for routine calibration that have Apogee's standard stainless-steel connectors, you only need to send the sensor with the 30 cm section of cable and one-half of the connector. We have mating connectors at our factory that can be used for calibrating the sensor.
- 3. Please write the RMA number on the outside of the shipping container.
- 4. Return the item with freight pre-paid and fully insured to our factory address shown below. We are not responsible for any costs associated with the transportation of products across international borders.

Apogee Instruments, Inc. 721 West 1800 North Logan, UT 84321, USA

5. Upon receipt, Apogee Instruments will determine the cause of failure. If the product is found to be defective in terms of operation under the published specifications due to a failure of product materials or craftsmanship, Apogee Instruments will repair or replace the items free of charge. If it is determined that your product is not covered under warranty, you will be informed and given an estimated repair/replacement cost.

## PRODUCTS BEYOND THE WARRANTY PERIOD

For issues with sensors beyond the warranty period, please contact Apogee at <a href="techsupport@apogeeinstruments.com">techsupport@apogeeinstruments.com</a> to discuss repair or replacement options.

## OTHER TERMS

The available remedy of defects under this warranty is for the repair or replacement of the original product, and Apogee Instruments is not responsible for any direct, indirect, incidental, or consequential damages, including but not limited to loss of income, loss of revenue, loss of profit, loss of data, loss of wages, loss of time, loss of sales, accruement of debts or expenses, injury to personal property, or injury to any person or any other type of damage or loss.

This limited warranty and any disputes arising out of or in connection with this limited warranty ("Disputes") shall be governed by the laws of the State of Utah, USA, excluding conflicts of law principles and excluding the Convention for the International Sale of Goods. The courts located in the State of Utah, USA, shall have exclusive jurisdiction over any Disputes.

This limited warranty gives you specific legal rights, and you may also have other rights, which vary from state to state and jurisdiction to jurisdiction, and which shall not be affected by this limited warranty. This warranty extends only to you and cannot be transferred or assigned. If any provision of this limited warranty is unlawful, void, or unenforceable, that provision shall be deemed severable and shall not affect any remaining provisions. In case of any inconsistency between the English and other versions of this limited warranty, the English version shall prevail.

This warranty cannot be changed, assumed, or amended by any other person or agreement.