



## **Warranty Information**

All electronic and mechanical parts are warranted against defects in materials and workmanship, under normal use, for the warranty period, as provided in this document. All optics is warranted for 90days. The obligation of GAM Laser Inc is limited to repairing or replacing, without charge, equipment which proves to be defective during the warranty period. Our warranties do not cover damages due to misuse, negligence or accidents or due to installations, repairs or adjustments carried out which is not mentioned in the manual or without consulting our company.

## **Terms and Conditions**

### **PRICE**

All prices are, as given in the individual price and delivery quotations. Prices are in U.S. dollars. In a continuing effort to provide the finest equipment available, GAM laser Inc., reserves the right to change specifications, models or prices without notice and without liability for such changes. Refurbished lasers will be refurbished to the current specifications at the time of refurbishment. Where price or specification changes have occurred, prices and specifications prevailing at time of acceptance of your order will apply.

### **PRICE AND DELIVERY QUOTATIONS**

Upon request, GAM will provide written price and quotations. Such quotations or Pro Forma Invoices on an F.O.B., F.A.S., C. & F. or C.I.F. basis are available upon request from your local representative or from our main office at 6901 TPC Drive, Suite #300, Orlando, FL 32822. All quotations are valid for 30 days from date issued, unless otherwise specified on the quotation.

### **PAYMENT TERMS**

Normal payment terms are net thirty (30) days from the date of shipment. GAM Laser, Inc. reserves the right to set terms of payment in all cases. Invoices past due more than 30 days will incur a 1.5% late fee. Addition 1.5% fees will be incurred each additional 30 days the invoice remains unpaid.

### **RETURNS AND CANCELLATIONS**

#### **Return of Merchandise**

No returns will be accepted unless a return material authorization number has been obtained from our Sales Department. If the system is under warranty, Return goods pre-paid to GAM. GAM will pay shipping back to customers' site. After the warranty period, Customer pays both ways.

#### **Cancellations**

Any order for standard products in this price list accepted by GAM and cancelled by the customer prior to shipment shall be subject to a cancellation charge of fifteen percent (15%) of the order value to cover costs of processing and order handling; cancellation thereof will not be considered. No other orders may be cancelled except by mutual agreement in writing. No order for non-standard products may be cancelled by a customer except by mutual agreement in writing.

### **CONDITIONS OF WARRANTY**

On-site warranty services may be provided by the distributors and vary from each distributor. On-site services are available directly from GAM Laser, Inc. in the USA.

### **EXCIMER LASER WARRANTY**

The Terms and Conditions listed below for laser systems cover the standard warranty. The standard warranty conditions are also included in each price and delivery quotation issued from GAM. If desired, the standard warranty can be modified or extended to meet the needs of a particular customer. Contact our office for information on warranty modifications.

Warranty begins from the day of shipment. Refurbished lasers have a warranty period of 250 Million pulses or 6 months whichever comes first. Spare parts and repaired systems have warranty for 90 days. Optics warranty is 90 days, except ArF 193nm which is 30 days.

### **RESPONSIBILITIES OF BUYER**

The buyer is responsible for providing appropriate utilities and an operating environment as outlined in the product literature and/or site preparation manual. Damage to the laser systems caused by failure of buyer's utilities or failure to maintain an appropriate operating environment is solely the responsibility of the buyer and is specifically excluded from any warranty, warranty extension, or service agreement. The buyer is responsible for prompt notification to GAM of any claims made under warranty. In no event will GAM be responsible for warranty claims made later than seven (7) days after expiration of warranty.

### **LIMITATIONS OF WARRANTY**

The foregoing warranty shall not apply to defects resulting from:

- . Components and accessories manufactured by companies, other than GAM, which have separate warranties,
- . Improper or inadequate maintenance by the buyer,
- . Buyer-supplied interfacing,
- . Disassembly of either the laser head or its electrical power supply by the user
- . Operation outside the environmental specifications of the product,
- . Improper site preparation and maintenance, or
- . Unauthorized modification or misuse.
- . Service by third party. Service provided by a third party not qualified by GAM Laser, Inc. invalidates the laser warranty. Authorized service is provided by GAM Laser, Inc. and its worldwide distributor network only.

GAM assumes no liability for customer-supplied material. The obligations of GAM are limited to repairing or replacing, without charge, equipment which proves to be defective during the warranty period. Replacement tubes and sub-assemblies may contain reconditioned parts. Repaired or replaced parts are warranted for the duration of the original warranty period only. The warranty on parts, except tubes, purchased after expiration of system warranty is ninety (90) days. Our warranty does not cover damages due to misuse, negligence or accidents, or damages due to installations, repairs or adjustments not specifically authorized by GAM. Warranty applies only to the original purchaser at the initial installation point in the country of purchase, unless otherwise specified in the sales contract. Warranty is transferable to another location or to another customer only by special agreement.

GAM disclaims any responsibility to provide product warranty, technical or service support to a customer that acquires products from someone other than GAM or an authorized representative. This includes any third party tube refurbishment provided in order to upgrade or maintain the operation of the system.

THIS WARRANTY IS EXCLUSIVE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, OR IMPLIED, AND DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL LOSS. GAM SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**STANDARD TERMS TO GOVERN**

The terms and conditions set forth in any GAM Order Acknowledgment shall govern over any conflicting terms set forth herein or in customer's purchase order.