

X-Rite, Incorporated ("X-Rite") warrants each instrument manufactured to be free of defects in material and workmanship (excluding battery pack) for a period of (12) twelve months. This warranty shall be fulfilled by the repair or replacement, at the option of X-Rite, of any part or parts, free of charge including labor, F.O.B. it's factory or authorized service center.

This warranty shall be voided by any repair, alteration, or modification, by persons other than employees of X-Rite, or those expressly authorized by X-Rite to perform repairs, and by any abuse, misuse, or neglect of the product, or by use not in accordance with X-Rite's published instructions.

X-Rite reserves the right to make changes in design and /or improvements to its products without any obligation to include these changes in any products previously manufactured. Correction of defects by repair or replacement shall constitute fulfillment of all warranty obligations on the part of X-Rite.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THIS WARRANTY OBLIGATION IS LIMITED TO SERVICING THE UNIT RETURNED TO X-RITE OR AN AUTHORIZED SERVICE CENTER FOR THAT PURPOSE.

This agreement shall be interpreted in accordance with the laws of the State of Michigan and jurisdiction and venue shall lie with the courts of Michigan as selected by X-Rite, Incorporated.