

Gator Bio, Inc.

Warranty and Service Contract Policy

1. Warranty

All new Gator® Bio instruments include a 2-year warranty starting from the date of system installation. This warranty covers defects in materials and workmanship, provided the instrument is used for its intended purpose, handled with care, and not modified or misused. Operation must be performed by a trained operator in a standard laboratory environment (recommended temperature, humidity, and power) as described in the instrument manual.

Inclusions

- Full coverage of parts, labor, and travel costs for issues arising from normal use.
- Free software updates.
- Initial support response within 48 hours of request submission.
- On-site troubleshooting response within 5–7 business days, subject to regional location and site accessibility.

Exclusions

- Preventive Maintenance (PM). Available for separate purchase, see Section 8.
- Units purchased from unauthorized distributors.
- Removal or defacing of Gator Bio serial numbers.
- Defects or damages resulting from accident, abuse, negligence, or Force Majeure events (including but not limited to fire, flood, earthquake, or other acts of nature).
- Damage caused by the unauthorized shipment, relocation, or moving of the instrument from the original installation site.
- Use of unauthorized parts, consumables, reagents, or modifications.
- Transfer of coverage; remaining warranty does not carry over if the instrument is sold.

2. Extended Warranty

Extended Warranties can be purchased for all new Gator Bio instruments and must be purchased at the point of instrument sale. A maximum combined coverage of 5 years (Warranty + Extended Warranty) may be purchased.

Inclusions

- Preventive Maintenance (PM): One (1) annual visit including a complete instrument inspection and performance check.
- Continued coverage of parts, labor, and travel under the same terms and conditions as the initial 2-year warranty.
- Continued access to software updates and the established technical support response times defined in Section 1.

Exclusions

- All exclusions listed under Section 1 (Warranty) apply, except PM, which is included above.

3. Parts-Only Warranty (For Distributors Only)

Parts-Only Warranties must be purchased at the point of instrument sale. A maximum combined coverage of 5 years (Warranty + Parts-Only Warranty) may be purchased.

For Gator Bio to supply the requested spare parts covered under this warranty, reasonable proof of the broken part and underlying issue needs to be presented by the requesting party. In addition, the original broken part needs to be shipped back to Gator Bio by the requesting party before the next spare part can be requested on the same instrument.

Inclusions

- Continued coverage of spare parts only, under the same terms and conditions as the initial 2-year warranty.
- Continued access to software updates.

Exclusions

- Labor and travel of Gator® Bio personnel.
- All exclusions listed under Section 1 (Warranty) apply.

4. Refurbished Instrument Warranty

Gator Bio warrants that refurbished instruments sold directly by the company or its authorized distributors are free from defects in materials and workmanship for a limited period of two years from the date of installation.

Inclusions

- Full coverage of parts, labor, and travel costs under the same terms and conditions as the 2-year warranty.
- Access to software updates and the established technical support response times defined in Section 1.

Exclusions

- Refurbished instruments are ineligible for Extended Warranty.
- All exclusions listed under Section 1 (Warranty) apply to the refurbished instrument.

5. Warranty for Spare Parts

Gator Bio warrants that spare parts purchased directly from Gator Bio are free from defects when installed by a field service engineer certified by Gator Bio.

Inclusions

- Coverage for ninety (90) days from installation.
- Full replacement of the specific part if found defective within the coverage window.

Exclusions

- Parts installed by unauthorized personnel or third parties.
- Damage caused by misuse, unauthorized modifications, or the failure of non-Gator Bio components.
- Shipping, handling, and any applicable duties for the replacement part.

6. Computer Workstation Warranty

Computers supplied by Gator Bio are covered for the same period as the instrument warranty. Coverage is limited to hardware failures under the default Gator Bio factory settings, including approved drivers and system configurations.

Inclusions

- Diagnostic evaluation of hardware by Gator Bio; if deemed defective, Gator Bio will repair or provide a replacement (new or reconditioned).
- Reinstallation of the default Gator Bio configuration performed under the guidance of a field service engineer certified by Gator Bio at no additional cost during the warranty period.
- Access to the established technical support response times defined in Section 1 for hardware-related issues.

Exclusions

- Workstations not supplied by Gator® Bio.
- Interference or alterations to default factory settings by IT personnel or third parties.
- Operating systems, data recovery, or third-party applications.
- Configuration reinstallation or related support beyond the warranty period.

7. Service Contract

Service Contracts provide renewable annual coverage for instruments, including remedial repairs, PM, software updates, and technical support. These contracts are non-transferable and apply only to the original purchaser.

Service Contracts purchased more than twelve (12) months after the expiration of a warranty, existing Service Contract, or previous PM, are subject to a mandatory PM at customer's cost. All identified repairs must be completed before the Service Contract takes effect.

Secondhand instruments that were acquired through unauthorized channels are subject to a mandatory condition inspection and evaluation fee. All identified repairs must be completed before the instrument can be reinstated for Service Contract or PM.

Inclusions

- Preventive Maintenance (PM): One (1) annual visit including a complete instrument inspection and performance check.
- Full coverage of parts, labor, and travel costs for both PM and remedial repairs.
- Continued access to software updates and the established technical support response times defined in Section 1.

Exclusions

- Service Contracts cover hardware-related failures only for the computer workstation; software configuration, OS reinstallation, and IT management remain the customer's responsibility.
- All exclusions regarding misuse or unauthorized modifications listed under Section 1 (Warranty) apply.

8. Preventive Maintenance (PM)

Performing PM annually is recommended to ensure normal operation and long-term functionality of the instrument. While both Extended Warranty and Service Contract cover one PM per year, PM is available for purchase separately on demand.

Inclusions

- One (1) annual PM visit including a complete instrument inspection, calibration, cleaning and performance check.
- Full coverage of labor and travel costs for one (1) visit.
- Continued access to software updates.

Exclusions

- Spare part costs if repair is needed.
- All exclusions regarding misuse or unauthorized modifications listed under Section 1 (Warranty) apply.

9. Claims Process & Decontamination

Purchasers must notify Gator Bio of any claim within the applicable coverage period. If Gator Bio determines a product is defective and covered under warranty or Service Contract, it will, at its discretion, repair or replace the non-conforming product at no cost. A clearance certification must be signed by the purchaser before any repair or replacement, certifying that the instrument has been decontaminated and cleaned for safe handling following guidance provided by Gator Bio.

10. Disclaimer and Limitation of Liability

The above warranties are exclusive and in lieu of all other warranties, whether express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, suitability, or non-infringement. Gator® Bio makes no guarantee of results obtained from the use of any product. Descriptions, samples, inserts, online content, and catalogs are provided solely to identify the products and do not constitute warranties.

The purchaser is responsible for monitoring coverage dates and initiating renewals to ensure uninterrupted service. To the maximum extent permitted by applicable law, Gator Bio's total liability under or in connection with this warranty or any Service Contract, whether in contract, tort, or otherwise, shall not exceed the purchase price paid by the original purchaser for the instrument giving rise to the claim.

In no event shall Gator Bio be liable for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of revenue, loss of profits, loss of data, loss of use, or business interruption, even if Gator Bio has been advised of the possibility of such damages.

Gator Bio Warranty and Service Contract Policy is subject to change without notice.
Please visit gatorbio.com/warranty for the latest applicable terms.

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