

**SHELDON 5 YEAR LIMITED WARRANTY (SL5 Warranty) in USA
(7 YEAR LIMITED WARRANTY ON IR SENSOR AND “LIFETIME” LEAK PROTECTION)**

Sheldon Manufacturing, Inc. (Sheldon) warrants its new CO2 incubator products in the USA to be free from defects resulting from faulty manufacture or faulty components under the following terms and conditions:

1. Warranty Period

Sheldon CO2 incubator products, sold and used in the USA, specifically receiving the SL5 warranty and designation, are warranted for five (5) years from the date of purchase for parts and labor. Replacement products will be warranted for the remainder of the warranty period or thirty (30) days, whichever is longer, following repair or replacement. Products sold as used, refurbished, prototype or ZZMFG (specially manufactured) are not covered by the SL5 warranty, and have their own limited warranty of 90 days unless otherwise specified.

The following additional warranties apply:

A. Infrared CO2 sensor used on the CO2 incubator products is warranted for seven (7) years, in lieu of the five (5) years stated above. All other terms and conditions apply.

B. The inner liner on water jacketed CO2 incubator products is warranted from leaking inside the chamber for as long as the original user uses the incubator at its original location in the USA.

2. Warranty Coverage

The SL5 warranty extends only to the original consumer purchaser in the USA. Proof of purchase is required for warranty service. At Sheldon’s option, any warranty may commence on the date of manufacture where the purchase date is not determined.

3. What is Covered and What is Not Covered

This or any other warranty is not an unconditional guarantee for the entire length of the warranty. Like any product, Sheldon products are not indestructible. Therefore, our warranty does not cover product damage that may result from abuse or mishandling of the products, nor does it cover incidental or consequential damage (see below). Sheldon’s obligation is limited to repair or replacement of the product or part subject to the remaining terms and conditions.

At Sheldon’s option, repair may be made by Sheldon personnel or contracted technical service companies where the product is located in lieu of returning the product to Sheldon for repair.

The following are not covered by the warranty:

A. Any representations made, implied or inferred from product literature, catalog or other sales presentations.

B. Any product which has been modified without permission of Sheldon, or on which the serial number, dataplate or other identifying sticker has been defaced, modified, or removed.

C. Normal wear and tear. This warranty does not cover abnormal use.

D. Damage, deterioration or malfunction resulting from:

- i. Improper operation
- ii. Accident, abuse, misuse, neglect, fire, water, lightning, power outage, power surge, or other acts of nature, neglect of others, unauthorized product modification or failure to follow instructions included with the product
- iii. Repair or attempted repair by anyone not authorized by Sheldon
- iv. Shipping or transport damage to or from Sheldon (all claims must be made with the carrier)
- v. Any other cause that does not relate directly to a product defect

E. Carton, crates, pallets, accessories and consumables used with the product

F. Sheldon does not warrant that this product will meet your requirements. It is your responsibility to determine the suitability of this product for your purpose.

G. Removal or installation charges

H. Shipping charges

I. Any incidental charges

J. Any parts or products that become obsolete for which there is no suitable replacement available.

4. Exclusion of Damages

Sheldon's sole obligation and liability under this warranty is limited to the repair or replacement of a defective product at Sheldon's option. **Under no circumstances will Sheldon be liable for indirect, incidental, consequential, or special damages, including, but not limited to, damages resulting from interruption of service, loss of business, loss of product such as cell cultures, or for liability in tort relating to this product or resulting from its use or possession.** The terms of this warranty are governed by the laws of the state of Oregon without regards to the principles of conflicts of laws thereof. If any provision of this limited warranty is held to be unenforceable by any court of competent jurisdiction, the remainder of this limited warranty will remain in full force and effect. **This warranty is in lieu of and excludes all other warranties or obligations, either express or implied. Sheldon expressly disclaims all implied warranties, including without limitation, the warranties of merchantability and fitness for a particular purpose.**

5. To Obtain Technical Support

Please see your product owner's manual or visit our website at www.shellab.com

6. For Warranty Service

In the event that warranty repair or replacement is required, Sheldon will request and you must provide proof of purchase in order to receive warranty service.

Please contact Sheldon at 1-800-322-4897 or go to www.shellab.com and click on Personalized Tech Support. **Sheldon will not accept returns without prior approval and an RMA number, nor will Sheldon pay or reimburse you for any repair or replacement work not authorized by Sheldon.**

If your product must be returned to Sheldon, please be sure to enclose a clear description of the problem and your proof of purchase with the defective product and return it as instructed by Sheldon. Be sure to package the product securely (if possible in its original packaging) and ship it prepaid. Sheldon will not be responsible for damage due to shipping. During the warranty period, your product will be repaired or replaced as described above without charge, excluding shipping and handling.