



Warranty Terms and Conditions

1. DPS warrants each of its products to be free from manufacturing defects for two years. It is at the sole discretion of DPS to either repair or replace any defective parts, components, or the entire instrument during the warranty period. The standard warranty does not cover consumable parts, or parts that have been damaged due to misuse, neglect, or acts of nature.
2. Telephone technical support is free and any warranty replacement parts will be shipped as expeditiously as possible. Warranty labor is to be performed at the DPS factory. On-site labor is available, if needed, at an additional cost.
3. Instruments shipped to the DPS factory for warranty repair will be repaired and returned as fast as possible. Standard return shipping will be paid by DPS.
4. Payment terms are 100% prepayment when the instrument is ready to ship. We will only accept wire transfer for payment. All payments are to be made in US dollars. All bank, shipping, and customs charges are the responsibility of the customer.
5. All instruments are shipped FOB factory. Risk of loss shall pass to Buyer on delivery at the F.O.B. point. Shipping charges are prepaid and billed, unless other arrangements have been made between DPS and the customer.
6. Product specifications, design, and prices may change without notice.
7. All instruments are tested prior to leaving the factory to meet the manufacturers Quality Control Specifications and this data is included with the instrument when shipped. Any instrument returned, for reasons other than manufacturing defects or not meeting the manufacturers specifications, are subject to a 20% restocking fee plus 1% per day after 30 days from Invoice Date.
8. All software products may contain "bugs" or features that may not function as intended. DPS will make every effort to correct these software issues. However, some software used by DPS is written by 3rd parties and such software is not covered by this warranty.
9. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS AGREEMENT AND/OR ORDER AND ANY DISPUTE CONNECTED HERewith SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF GERMANY.

THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND ALL OTHER SUCH WARRANTIES ARE SPECIFICALLY EXCLUDED. THE CORRECTION OF ANY DEFECT IN OR FAILURE OF PRODUCTS BY REPAIR OR REPLACEMENT TO THE EXTENT SET FORTH ABOVE, SHALL BE THE LIMIT OF LIABILITY FOR DPS AND THE EXCLUSIVE REMEDY FOR ANY AND ALL LOSSES, DELAYS OR DAMAGES RESULTING FROM THE PURCHASE OR USE OF THE PRODUCTS. IN NO EVENT SHALL DPS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. DPS SHALL NOT BE LIABLE FOR, AND BUYER AND ANY OTHER PERSON OR ENTITY TO WHOM PRODUCTS ARE TRANSFERRED DURING THE PERIOD OF THIS WARRANTY ASSUMES RESPONSIBILITY FOR, ALL PERSONAL INJURY AND PROPERTY DAMAGE RESULTING FROM OR RELATED TO THE HANDLING, POSSESSION OR USE OF PRODUCTS AND PRODUCTS MANUFACTURED AND SOLD BY DPS HEREUNDER.