
WARRANTY POLICY

2008

5-YEAR LIMITED WARRANTY (NEW PRODUCTS)

For a period of five years after the date of original shipment from our factory, products manufactured by Sea-Bird are warranted to function properly and be free of defects in materials and workmanship. Should a Sea-Bird instrument fail during the warranty period, return it freight pre-paid to our factory. We will repair it (or at our option, replace it) at no charge, and pay the cost of shipping it back to you. Certain products and components have modified coverage under this warranty as described below.

LIMITED WARRANTY ON SERVICE & REPAIRS

Service work, repairs, replacement parts and modifications are warranted to be free of defects in materials or workmanship for the remainder of the original 5-year warranty or one year from the date of shipment from our factory after repair or service, which ever is longer. Certain products and components have modified coverage under this warranty as described below.

MODIFICATIONS / EXCEPTIONS / EXCLUSIONS

1. The SBE 43 DO sensor is warranted to function properly for 5 years. Under normal use however, the electrolyte in an SBE 43 DO sensor may require replenishment after about 3 years (or longer, depending on conditions of use). Anytime during the warranty period (typically after 3 years), the SBE 43 will be refurbished once without charge. Return the sensor freight pre-paid to our factory. We will refurbish it for free (electrolyte refill, membrane replacement, and recalibration) and pay the cost of shipping it back to you. Membrane damage or depletion of electrolyte caused by membrane damage is not covered by this warranty.
2. The pH sensor electrode used in the SBE 18 pH sensor and SBE 27 pH/ORP sensor has a limited design life caused by depletion of their chemical constituents during normal storage and use, and is covered under warranty for the first 90 days only. Other components of the sensor (housing, electronics, etc.) are covered for 5 years.
3. Instruments or sensors manufactured by other companies are warranted only to the limit of the warranties provided by their original manufacturers, typically one year. (example: fluorometers, transmissometers, PAR, optical backscatter sensors, altimeters, etc.)
4. Water sample bottles manufactured by other companies, and PVC plastic bottle parts used to make Sea-Bird Improved Sample Bottles are warranted only to the limit of the warranties provided by their original manufacturers, typically one year. The mounting bracket (except stainless steel band clamp) used in Sea-Bird Improved Sample Bottles is covered for 5 years.
5. Batteries, zinc anodes, anti-foulant devices, or other consumable/expendable items are not covered under this warranty.
6. Electrical cables, dummy plugs, and stainless steel band clamps are warranted to function properly and be free of defects in materials and workmanship for 1 year.
7. This warranty is void if in our opinion the instrument has been damaged by accident, mishandled, altered, improperly serviced, or repaired by the customer where such treatment has affected its performance or reliability. In the event of such misuse/abuse by the customer, costs for repairs plus two-way freight costs will be borne by the customer. Instruments found defective should be returned to the factory carefully packed, as the customer will be responsible for freight damage.

8. Incidental or consequential damages or costs incurred as a result of product malfunction are not the responsibility of SEA-BIRD ELECTRONICS, INC

Warranty Administration Policy

Sea-Bird Electronics, Inc. and its authorized representatives or resellers provide warranty support only to the original purchaser. Warranty claims, requests for information or other support, and orders for post-warranty repair and service, by end-users that did not purchase directly from Sea-Bird or an authorized representative or reseller, must be made through the original purchaser. The intent and explanation of our warranty policy follows:

1. Warranty repairs are only performed by Sea-Bird.
2. Repairs or attempts to repair Sea-Bird products performed by customers (owners) shall be called *owner repairs*.
3. Our products are designed to be maintained by competent owners. Owner repairs of Sea-Bird products will NOT void the warranty coverage (as stated above) simply as a consequence of their being performed.
4. Owners may make repairs of any part or assembly, or replace defective parts or assemblies with Sea-Bird manufactured spares or authorized substitutes without voiding warranty coverage of the entire product, or parts thereof. Defective parts or assemblies removed by the owner may be returned to Sea-Bird for repair or replacement within the terms of the warranty, without the necessity to return the entire instrument. If the owner makes a successful repair, the repaired part will continue to be covered under the original warranty, as if it had never failed. Sea-Bird is not responsible for any costs incurred as a result of owner repairs or equipment downtime.
5. We reserve the right to refuse warranty coverage *on a claim by claim basis* based on our judgment and discretion. We will not honor a warranty claim if in our opinion the instrument, assembly, or part has been damaged by accident, mishandled, altered, or repaired by the customer *where such treatment has affected its performance or reliability*.
6. For example, if the CTD pressure housing is opened, a PC board is replaced, the housing is resealed, and then it floods on deployment, we do not automatically assume that the owner is to blame. We will consider a claim for warranty repair of a flooded unit, subject to our inspection and analysis. If there is no evidence of a fault in materials (e.g., improper or damaged o-ring, or seal surfaces) or workmanship (e.g., pinched o-ring due to improper seating of end cap), we would cover the flood damage under warranty.
7. In a different example, a defective PC board is replaced with a spare and the defective PC board is sent to Sea-Bird. We will repair or replace the defective PC board under warranty. The repaired part as well as the instrument it came from will continue to be covered under the original warranty.
8. As another example, suppose an owner attempts a repair of a PC board, but solders a component in backwards, causing the board to fail and damage other PC boards in the system. In this case, the evidence of the backwards component will be cause for our refusal to repair the damage under warranty. However, this incident will NOT void future coverage under warranty.
9. If an owner's technician attempts a repair, we assume his/her qualifications have been deemed acceptable to the owner. The equipment owner is free to use his/her judgment about who is assigned to repair equipment, and is also responsible for the outcome. The decision about what repairs are attempted and by whom is entirely up to the owner.

SOFTWARE WARRANTY

SOFTWARE LICENSE AGREEMENT

By downloading any of our software, you expressly agree to the following:

Sea-Bird's SEASOFT[®] software is provided free of charge to Sea-Bird users and is not subject to any license. SEASOFT is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All title and copyrights in and to SEASOFT and the accompanying printed materials, and any copies of SEASOFT, are owned by Sea-Bird Electronics. There are no restrictions on its use or distribution, provided such use does not infringe on our copyright.

Note: SEASOFT is a modular program that includes SEASOFT-Win32 (SEASAVE V7, SEASAVE-Win32, SBE Data Processing, SEATERM, SeatermAF, Seaterm V2, and Plot39), SEASOFT for Waves - Win32, SEASOFT-DOS, and SEASOFT for Waves - DOS.

SOFTWARE WARRANTY

Sea-Bird Electronics expressly disclaims any warranty for software. Software and any related documentation is provided "as is" without warranty of any kind, either expressed or implied, including and without limitation, the implied warranties or merchantability, fitness for a particular purpose, or non infringement. The entire risk arising out of use or performance of SEASOFT remains with you.

In no event shall Sea-Bird Electronics or its representatives or suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this Sea-Bird Electronics product, even if Sea-Bird has been advised of the possibility of such damages.