

SERVICE CONTRACT

We are pleased to offer extended service contracts for ES100 Mid-IR Spectrometer for our customers. We offer the following plans.

Basic Plan - \$995/- per year

Provides free calibration up to three times a year at Spectraline Inc. *

Silver Plan -\$1995/- per year

This includes the basic plan plus realignment of optics.

Provides free calibration up to three times a year at Spectraline Inc.*
Realignment of optics due to rough handling.

Gold Plan - \$2995/- per year

The most comprehensive plan and the best value for your money.

Free calibration up to three times a year at Spectraline Inc.*
Realignment of optics due to rough handling.
Free software upgrades.
One customer site visit per year.
Replacement of all parts except 160 element linear array.

SERVICES NOT COVERED BY THESE PLANS

Will be charged for at our regular hourly rate and in accordance with the following schedule:

Non-Plan Service

Calibration service at Spectraline Inc. -\$995/-*
Software Upgrade at Spectraline Inc.- \$495/-*
Onsite service - \$100 per hour** plus travel expenses from West Lafayette, IN.

*Shipping charges not included. To be borne by the customer.

** Minimum 8 hours service charge for all out of state sites.

GENERAL SERVICE TERMS AND CONDITIONS

Spectraline Inc. (hereinafter "Company"), having offices at 1291-A Cumberland Avenue, West Lafayette, IN 47906 offers the following terms and conditions for their service plans. These plans are designed and available only for the Company's customers and cover only the service, labor and parts listed or described.

These plans do not include the cost of labor and/or materials resulting from natural calamities (floods, lightning, fire, etc.) or electrical failure, water damage of any description, labor or transportation difficulties, wars, riots, or Local, State or Federal Government Acts or Requests. There shall be no obligation by the Company to replace parts which are rendered unfit for use other than through normal use.

The Company reserves the right to inspect the equipment prior to its acceptance of the plan. Except for services supplied by the Company, the Company shall not be liable for any loss, damage or injury caused by defective material or parts purchased and installed by the Company or any materials or parts not installed by the Company.

The Company shall not be liable for loss, damage or injury caused by failure or delay in performing services herein contained, when such failure or delay arises from any causes beyond its control. The Company will not assume any responsibility for any service by anyone other than duly authorized personnel of this Company.

The service plan can be cancelled by written notice from the Company at any time, with no further obligation on the part of the Company. The Company will honor any pending service requests at the time of the cancellation.

The service plan can be terminated by the customer within the first six months of the service period, for a 50% refund in the service fee, provided that the customer has not utilized any of our services within the first six months. After the first six months following the start of the service contract, the service fee will not be refunded for any reason whatsoever.

These service plans cover only one equipment and service thereto for a period of one (1) year from the date issued. The service plan will be automatically extended, at the Company's discretion, for another year upon its anniversary date unless terminated by the customer within thirty (30) days prior to anniversary date of contract, such termination being effected by a written notice. If the Company decides to automatically renew the service contract for another year, notice of such renewal will be mailed to the customer, giving the customer an opportunity to refuse the extension of the service contract.

Any service request has to be received at the Company 10 days prior to the termination date marked on the service contract.

The Company may modify the specifications of the product, provided such modification does not adversely affect the performance of the product.

The following is in lieu, either expressed or implied, including without limitation, any implied warranty of merchantability, or fitness for a particular purpose, and or any other obligation on the part of the Company. The Company, except as otherwise provided herein, warrants goods of its own design and manufacture, against faulty workmanship, or use of defective materials for a period of 180 days from the date of shipment. Such goods shall conform to mutually agreed upon written specifications, drawings, and other descriptions for the period set forth above. The foregoing warranty shall not be enlarged, diminished or affected by, and no obligation or liability shall arise or grow out of, Company's rendering of technical advise or service in connection with the service of the goods rendered hereunder. Such warranty is the only warranty made by the Company, and it can be amended only by a written instrument, signed by a duly authorized official of the Company. Company's liabilities shall be limited to the repair or replacement of the item in warranty after return, prepaid to Company, or authorized repair facility. No other liability of any kind, either expressed or implied or legally imposed, shall be deemed to exist on the Company.