

Limited Warranty Policy

Effective Date: August 2026

This Limited Warranty Policy applies to products manufactured and supplied by Multi Channel Systems MCS GmbH ("MCS"), an affiliate of Harvard Bioscience, Inc. ("HBio"), unless otherwise agreed in a written agreement executed between MCS and the Customer. Where a written agreement, master purchase agreement, supply agreement, distribution agreement, or other contract between MCS and the Customer contains warranty, service, repair, return, or RMA provisions that differ from this Limited Warranty Policy, the terms of such agreement shall prevail to the extent of any conflict. This Warranty Policy forms an integral part of the applicable HBio Terms and Conditions of Sale and shall be read together with such Terms and Conditions. Except as expressly stated herein, all sales, services, shipments, liabilities, payment obligations, and other contractual terms shall be governed by the applicable HBio Terms and Conditions of Sale.

1. Warranty Period

Europe

MCS warrants that its products shall conform in all material respects to MCS's published specifications and shall be free from defects in materials and workmanship for a period of two (2) years from the date of shipment unless otherwise agreed in writing.

Rest of World

MCS warrants that its products shall conform in all material respects to MCS's published specifications and shall be free from defects in materials and workmanship for a period of one (1) year from the date of shipment unless otherwise agreed in writing.

2. Warranty Coverage

This Warranty covers defects in materials and workmanship that arise during the applicable warranty period under normal use and operation in accordance with MCS documentation, specifications, operating instructions, and published product requirements. MCS warrants only that its products will substantially conform to the specifications published by MCS at the time of shipment.

3. Warranty Remedy

If MCS determines that a product suffers from a defect covered by this Warranty, MCS shall, at its sole discretion:

- repair the defective product;
- replace the defective product with the same or a functionally equivalent product;
- replace the defective component(s); or
- provide another commercially reasonable warranty remedy.

Repair or replacement under a valid warranty claim shall be provided without charge for replacement parts and labor. The remedies described in this Warranty Policy constitute the Customer's sole and exclusive remedies for valid warranty claims.

4. Return Material Authorization (“RMA”)

Prior to returning any product, Customer must obtain a valid RMA number from MCS. Before issuing an RMA, MCS may require Customer to participate in reasonable remote diagnostic and troubleshooting procedures, including but not limited to review of log files, screenshots, software settings, photographs, videos, system configurations, and remote technical support sessions. Customer shall provide reasonably requested technical information necessary to investigate the reported issue. Failure to provide requested diagnostic information may delay evaluation, prevent verification of the reported issue, affect warranty coverage determinations, or result in closure of the support case. All returned products must:

- include the assigned RMA number;
- include a completed Repair Information Sheet or equivalent service documentation;
- include any requested Decontamination Form;
- be appropriately packaged to prevent transportation damage;
- be shipped freight prepaid by Customer.

MCS reserves the right to refuse receipt or processing of products without a valid RMA.

5. Evaluation of Returned Products

All products returned to MCS, including products returned during the warranty period, are subject to technical evaluation, inspection, functional testing, diagnostics, and fault analysis. Submission of a product for evaluation does not constitute acceptance by MCS that a warranty-covered defect exists. MCS shall determine, in its reasonable technical judgment, whether:

- a defect exists;
- the reported issue can be reproduced;
- the reported issue is covered by this Warranty; and
- warranty service is applicable.

MCS shall not be obligated to perform repair, replacement, recalibration, refurbishment, software modification, or other corrective action where a reported defect cannot be reproduced or where the product is determined to perform substantially in accordance with published specifications. Warranty service shall be limited to the specific defect confirmed by MCS and shall not constitute refurbishment, overhaul, recertification, upgrade, modernization, or restoration of the complete product.

6. Evaluation Fee, No Fault Found (“NFF”), and Cannot Reproduce (“CTR”)

Products returned to MCS during the warranty period are subject to evaluation. MCS reserves the right to charge a Minimum Evaluation Fee, if MCS determines that:

- the product operates within published specifications;
- no defect can be reproduced;
- no defect in materials or workmanship exists;
- the reported issue results from application-specific limitations;
- the reported issue results from user error, configuration, setup, environmental conditions, or operational procedures;
- the reported issue is caused by third-party hardware, software, accessories, consumables, interfaces, or systems;
- the reported issue falls outside the scope of warranty coverage; or
- the return is classified as an NFF or CTR case.

The Evaluation Fee may include charges for:

- diagnostic testing;
- fault analysis;
- inspection;
- technical investigation;
- administrative processing;
- documentation;
- handling and logistics.

The Minimum Evaluation Fee shall be EUR 300.00 per returned unit. MCS reserves the right to charge additional fees for services beyond standard evaluation, including but not limited to repair, calibration, refurbishment, cleaning, decontamination, expedited processing, storage, handling, shipping, or other requested services. By submitting a product for evaluation, inspection, or repair, Customer acknowledges and agrees that the applicable Evaluation Fee, shipping charges, handling charges, storage charges, and other service-related fees may be invoiced by MCS where the returned product is determined to be a NFF, CTR, non-warranty, excluded warranty, or otherwise unsupported warranty claim. Evaluation Fees are payable in accordance with the applicable payment terms and may be invoiced regardless of whether repair services are subsequently requested, approved, or performed. MCS's technical determination regarding warranty coverage, reproducibility of the reported issue, and conformity with published specifications shall govern administration of this Warranty unless Customer provides reasonable technical evidence demonstrating otherwise. MCS shall not be obligated to perform repair, replacement, recalibration, refurbishment, upgrade, software modification, or other corrective action where a reported defect cannot be reproduced or where the product is determined to perform substantially in accordance with published specifications. Returns classified by MCS as NFF or CTR may be subject to Evaluation Fees, shipping charges, handling costs, storage fees, and other applicable service charges. If MCS confirms a defect covered by this Warranty, the Evaluation Fee shall be waived. Return shipping charges for products for which no warranty-covered defect is identified may be charged to the Customer.

7. Warranty Exclusions

This Warranty does not apply to defects, failures, damage, or performance issues caused in whole or in part by:

- misuse, abuse, neglect, or improper handling;
- operation contrary to published instructions or specifications;
- improper installation or commissioning;
- unauthorized repair, service, modification, or alteration;
- use of non-approved parts, accessories, components, consumables, or software;
- transportation damage occurring after shipment by Customer;
- accident, fire, flood, power failure, power surges, electrostatic discharge, or other external causes;
- environmental conditions outside specified operating limits;
- relocation of equipment where such relocation contributes to the reported issue;
- normal wear and tear;
- cosmetic defects that do not affect functional performance;
- Customer-provided or third-party equipment or software;
- use of products in combination with equipment or systems not approved by MCS;

- contamination by biological, infectious, radioactive, hazardous, toxic, or chemical substances;
- loss, corruption, deletion, or alteration of Customer data; and
- software defects, software enhancements, software updates, compatibility modifications, feature requests, workflow modifications, firmware upgrades, or implementation of new functionality unless expressly agreed in writing by MCS.

Products determined by MCS to fall within any of the foregoing exclusions shall not qualify for warranty repair or replacement.

8. Decontamination and Product Safety

Prior to shipment to MCS, Customer shall ensure that all products are properly cleaned, decontaminated, and safe for handling. Customer shall accurately disclose any exposure of the product to hazardous, toxic, radioactive, biological, infectious, chemical, or otherwise dangerous materials. MCS may require a completed Decontamination Form before accepting a return shipment. MCS reserves the right to reject, quarantine, return, dispose of, or otherwise refuse service of any product that MCS reasonably determines may present a health, safety, environmental, or regulatory risk. Any costs incurred by MCS arising from contamination, decontamination, quarantine, disposal, regulatory compliance, or related safety measures shall be borne by Customer.

9. Out-of-Warranty Service

For products returned outside the applicable warranty period, MCS may offer repair, refurbishment, calibration, inspection, replacement, or other services at its discretion. All out-of-warranty work shall be subject to quotation and Customer approval. Unless otherwise stated by MCS in writing, repair quotations remain valid for thirty (30) days from the date of issuance. Unless otherwise agreed in writing, all costs associated with out-of-warranty service, including labor, parts, calibration, testing, shipping, administrative charges, and applicable Evaluation Fees shall be borne by the Customer. Unless otherwise stated in writing by MCS, replacement parts installed and repair services performed by MCS as part of an out-of-warranty repair shall be warranted against defects in materials and workmanship for a period of ninety (90) days from the date of shipment of the repaired product. Such warranty shall be limited solely to the specific repair performed and replacement parts installed and shall not extend, renew, reinstate, or otherwise affect the original warranty period applicable to the product as a whole.

10. Customer Data Backup

Customer is solely responsible for backing up and preserving all data, files, records, software settings, configurations, and other information stored on or associated with a product prior to shipment. MCS shall have no responsibility for loss, corruption, recovery, reconstruction, restoration, or transfer of Customer data.

11. Unclaimed and Abandoned Equipment

Products that remain unrepaired, unclaimed, unpaid, or otherwise abandoned for more than ninety (90) days following notification to Customer may, at MCS's discretion and without further liability, be returned, disposed of, recycled, dismantled for parts, or otherwise handled in accordance with applicable laws and regulations. Customer shall remain responsible for all outstanding fees, charges, storage costs, shipping costs, and other amounts owed to MCS.

12. Replacement Parts

Parts replaced during repair may become the property of MCS. Replacement parts may be new, refurbished, reconditioned, or functionally equivalent parts. Any replacement part installed under warranty shall be covered for the longer of:

- the remaining term of the original warranty period; or
- ninety (90) days from the date of repair.

13. Product Performance Disclaimer

MCS warrants only that its products substantially conform to published specifications. MCS does not warrant that:

- products will meet Customer-specific requirements;
- products will achieve any particular scientific, technical, or commercial outcome;
- products will operate with third-party systems not approved by MCS;
- operation will be uninterrupted or error-free;
- all software anomalies, bugs, or performance variations can be eliminated.

Research results, analytical outcomes, and experimental performance may depend on numerous variables outside MCS's control. Software updates, firmware updates, bug fixes, enhancements, compatibility changes, feature modifications, operating system support, and new functionality are not included under this Warranty unless expressly stated otherwise in writing by MCS.

14. Data and Scientific Results Disclaimer

MCS makes no representation or warranty regarding the accuracy, completeness, interpretation, reproducibility, or scientific validity of data generated using its products. Customer remains solely responsible for:

- validating experimental methods;
- verifying data quality;
- interpreting results; and
- ensuring suitability for any intended application.

15. Relationship to HBio Terms and Conditions

Except as expressly stated in this Warranty Policy, all sales, services, shipments, liabilities, limitations of liability, governing law provisions, payment obligations, and other contractual terms shall be governed exclusively by the applicable HBio Terms and Conditions of Sale. In the event of a conflict between this Warranty Policy and the applicable HBio Terms and Conditions of Sale, the HBio Terms and Conditions of Sale shall prevail unless expressly stated otherwise in writing.

16. Entire Warranty

This Warranty Policy constitutes the complete warranty provided by MCS with respect to products covered herein. Except as expressly set forth in this Warranty Policy, MCS disclaims all other warranties, whether express, implied, statutory, or otherwise, to the maximum extent permitted under applicable law and the applicable HBio Terms and Conditions of Sale.