

## **BROOKS WARRANTY POLICY EFFECTIVE AUGUST 15, 2014**

### **I. BROOKS WARRANTY**

Brooks warrants its Products to be free from defects caused by faulty materials or poor workmanship and to conform to specifications furnished or approved by Brooks. Brooks OEM and End User Products are typically warranted from the date of shipment from our factory according to the timeframes on the warranty tables (provided separately).

"Products" means systems, components or parts manufactured, repaired and serviced exclusively by Brooks and not by any other entity.

"Third Party Products" means systems, components or parts manufactured, serviced or repaired by an entity other than Brooks.

**Please note:** Brooks does not warrant and is not responsible for any Third Party Products. Customer's sole and exclusive rights and remedies with respect to any such Third Party Products or are against the applicable third party and not against Brooks. However, to support our customers, Brooks agrees to attempt to bring such Third Party Products back to the original specifications subject to a negotiated purchase order. In the event that Brooks restores such Third Party Products to the original specifications, the Repair Warranty stated herein shall apply.

### **II. NEW PRODUCT WARRANTY**

The first 60 days after shipment is considered the "Installation Period" while the remainder of the warranty is considered the "Post-Installation/Warranty" Period.

#### ***Brooks Support during the "Installation Period"***

Customer problems reported on a new product within the first 60 days (ie: the Installation Period) will be addressed at Brooks' discretion per the following protocol:

- a. Brooks Tech Support to troubleshoot by phone and provide parts to restore the functionality of the product in the field
- b. Dispatch a CSE on-site as deemed appropriate by Brooks
  - i. **Products sold directly to OEM:** Should Brooks deem it necessary, Brooks will visit the OEM or End User site at no charge during the warranty period for labor. Travel expenses may apply based on location. (see section V.b)
  - ii. **Products sold direct to End User:** Should Brooks deem it necessary, Brooks will visit the End User site at no charge during the Installation warrant y period for labor.
- c. Authorize a no-charge depot repair of that product. Freight In to be borne by the customer under DAP Incoterms 2010 and Freight Out (by economy method) to be paid by Brooks under DAP Incoterms 2010, or



### Warranty Policy

- d. Issue a new product to replace the defective unit. <sup>(1)</sup> Standard lead times may apply. Freight In to be borne by the customer under DAP Incoterms 2010 and Freight Out (by economy method) to be paid by Brooks under DAP Incoterms 2010.

#### ***Brooks Support during the “Post-Installation/Warranty” Period***

Customer problems reported on a product after the first 60 days but within the warranty period will be addressed at Brooks’ discretion per the following protocol:

- a. Brooks Tech Support to troubleshoot by phone and provide parts to restore the functionality of the product in the field
- b. Dispatch a CSE on-site as deemed appropriate by Brooks
  - i. **Products sold directly to OEM:** the OEM will be responsible for any “first level” service or maintenance during the Warranty Period. To provide first level support, the OEM will have field service engineers trained by Brooks, have purchased **all spare parts from Brooks**, tooling and fixtures, and will follow all Brooks’ troubleshooting, corrective and preventative maintenance procedures and Technical manuals. *(Extended first line support offerings can be quoted and can range from hourly paid service to comprehensive paid service contracts.)* Should Brooks deem it necessary to provide “second level” support, Brooks will visit the OEM or End User site at no charge during the warranty period for labor. Travel expenses may apply based on location. (see section V.b)
  - ii. **Products sold direct to End User:** Should Brooks deem it necessary, Brooks will visit the End User site at no charge during the warranty period for labor.
- c. Authorize a no-charge depot repair of that product. Freight In to be borne by the customer under DAP Incoterms 2010 and Freight Out (by economy method) to be paid by Brooks under DAP Incoterms 2010, or
- d. Issue a certified replacement <sup>(2)</sup> product to replace the defective unit. <sup>(1)</sup> Standard lead times may apply. Freight In to be borne by the customer under DAP Incoterms 2010 and Freight Out (by economy method) to be paid by Brooks under DAP Incoterms 2010.

### III. REPAIR WARRANTY

Unless otherwise noted, Depot Repaired products carry a warranty from the Brooks shipment date per the following schedule:

<i>Automation Products</i>		<i>Cryogenics Products</i>	
Quoted & Functional Repair	90 Days	All Repairs	12 Months
Refurbishment & Enhanced Repair	12 Months		
		<i>Polycold Products</i>	
		All Repairs	12 Months



Brooks Automation Inc.  
15 Elizabeth Drive  
Chelmsford, MA 01824

Tel (978) 262.2400  
Fax (978) 262.2500  
[www.brooks.com](http://www.brooks.com)

### Warranty Policy

Customer problems reported on a repaired product within the warranty period will be addressed at Brooks’ discretion per the following protocol:

- a. Brooks Tech Support to troubleshoot by phone and provide parts to restore the functionality of the product in the field
- b. Dispatch a CSE on-site as deemed appropriate by Brooks
- c. Authorize a no-charge depot repair of that product. Freight In to be borne by the customer under DAP Incoterms 2010 and Freight Out (by economy method) to be paid by Brooks under DAP Incoterms 2010

### IV. SPARE PARTS & FRU WARRANTY

Spares & FRUs carry a warranty from the Brooks shipment date per the following schedule:

Non-Serialized Parts	90 Days
Serialized Parts	12 Months

Customer problems reported on a Spare Part/FRU within the warranty period will be replaced with a like assembly. For the return of the defective unit, Freight In to be borne by the customer under DAP Incoterms 2010 and Freight Out (by economy method) for shipment of the replacement assembly to be paid by Brooks under DAP Incoterms 2010.

### V. WARRANTY LABOR LIMITATIONS

- a. All warranty labor is provided during normal business hours. After hours warranty labor will be available as an option, for a fee.
- b. If Brooks is required to travel to an End User on behalf of an OEM, the OEM will be charged at normal Paid Service rates for Travel and Expenses, but only if the End User is located greater than 50 miles from the nearest Brooks location.
- c. Warranty labor includes only time spent actively troubleshooting, investigating and replacing defective material including nominal stand-by time. Labor for excessive wait and stand-by times will not be covered under warranty and will be billed at the prevailing field service rates.
- d. “First Level” of Support refers to troubleshooting and FRU replacement protocol which can be performed by the OEM upon completion of Brooks training.
- e. “Second Level” of Support refers to advanced troubleshooting and subassembly replacement protocol which can only be performed by Brooks CSEs.
- f. If Brooks is required to provide “First Level” on-site warranty labor support for the OEM, it will normally be a Paid Service for both labor and travel.



- (1) When a replacement product is provided, the return of the defective product to Brooks is a customer responsibility. All returns must be received by Brooks within 21 days of the shipment date of the replacement product in order to avoid being assessed a charge equal to the prevailing List Price of the product in question.
- (2) Certified replacements are products that are equivalent to those being replaced