

Repair Policy

a. Products not authorized for return for refund include:

- Products not in completely resalable condition (including Products with damaged, missing, or defaced labeling or packaging) due to Buyer's fault.
- Products that have been used or are without the original labeling and operating manuals.
- Products purchased on a Special Order Basis.
- Products not purchased from Hummingbird.
- Discontinued Products.

b. On occasion, it may be necessary to return to Hummingbird a Product/s or component for repair, exchange, replacement, or refund. And such return orders **MUST** be authorized by Hummingbird and received back by Hummingbird within 10 days of authorization.

c. For return, a detailed description of problem or work required should accompany all Product/s.

d. The Buyer must return all Product/s, manuals, and accessories prepaid to Hummingbird. Unless otherwise agreed to in writing by Hummingbird, Buyer will be liable for payment of all freight, storage, handling, packaging, insurance, or similar charges. Buyer assumes all liability for shipping damage due to improper handling, packaging, and or loss of Product/s by any special carrier. It is Buyer's responsibility to contact freight provider promptly and register a claim.

e. Any used item **MUST** have a [Decontamination Certificate](#) completed and faxed to Hummingbird before authorization for return will be granted. Hummingbird will email you the form upon your request.

f. Preparing Product/s or Component for Return Hummingbird recognizes that Product/s sold to its Buyers may have been subjected or exposed to gases, chemicals, biohazardous materials, radioisotopes, carcinogenic, mutagenic, or other potentially hazardous substances or materials. Therefore, in order to reduce the risk of injury to Hummingbird employees who handle, disassemble, clean, or repair these Product/s or components and non-employee incidental contact during shipping and handling, we ask that you comply with the following procedures and safeguards for Products that you have used:

- Any returned Product or component is to be free of biohazards, radioisotopes, or other potential chemical hazards.
- Autoclave, disinfect, and clean all components to minimize biohazards, radioactivity, or other potential chemical hazards.



- Leave the autoclave indicator (tape or label) on the Product/s to confirm decontamination.
 - Wipe down items with alcohol, diluted bleach, or a commercial disinfectant.
 - Duly note prior exposure to any biohazard, radioactive, or chemical hazard so that Hummingbird can apply the appropriate handling measures.
 - Your safety or radiation safety officer must supply the following: a letter stating compliance with these measures and that the Product/s and components have been microbiologically decontaminated.
 - Please label broken components submitted for repair or analysis.
- g. Packaging and Shipping Product or Component for Return. Any Product/s or component returned should be sealed in a heavy gauge plastic bag prior to packaging for return to Hummingbird. In addition, you must package the Product in a container capable of protecting the Product/s from physical damage during shipment to Hummingbird.
- h. Hummingbird reserves the right to return to the Buyer, at the Buyer's expense, any Product/s found to be improperly tagged or labeled, without manuals, not repairable, or beyond Hummingbird's cleaning capabilities.
- i. Hummingbird is ONLY responsible for any repair costs related to the Limited Warranty or those agreed to within any applicable Preventative Maintenance Plan. All other costs to remedy any equipment failure are the responsibility of the Buyer, including transportation costs, handling charges, evaluation fees, replacement costs for manuals and/or accessories, labor, parts, and repair charges.
- j. Hummingbird does not offer flat rate repairs. All written estimates to repair and/or calibrate Product/s or Buyer-owned equipment are subject to additional charges as they are determined.
- k. Hummingbird will commence work once the written estimate is approved and deposit has been paid by Buyer.
- l. Hummingbird will obtain authorization from Buyer for additional work or parts required in excess of original written estimate. In the event the Buyer does not authorize additional repair charges, Hummingbird has no further obligation to complete service other than work performed according to original estimate.
- m. Final repair and/or calibration charges are based on actual time and materials.
- n. The Buyer hereby grants to Hummingbird a mechanics lien on any and all Products and/or equipment that Hummingbird has repaired, evaluated, and or calibrated, that Buyer has not paid for according to the Terms.