



February 4, 2011

Lieutenant Rob Reichert
Section Commander
Impaired Driving Section
Washington State Police
811 East Roanoke
Seattle, WA 98102

RE: Draeger Alcotest® 9510 Warranty

Dear Lt. Reichert,

Due to delays in WA specific software development for the Alcotest 9510, Draeger agrees to amend the Warranty period for contract 08708 as follows:

Alcotest® 9510 Manufacturer's Warranty

Extended warranties are only available at time of Alcotest® 9510 instrument purchase.

DSDI warrants that the Alcotest® 9510 will be free from defects in materials and workmanship under normal use and service for the period of 24 months.

The period of this limited warranty shall commence ~~from date of original purchase~~ *from the date of deployment for field use of the first Alcotest 9510 device. WA State Patrol is obligated to inform DSDI of the deployment date. The warranty period for subsequent Alcotest 9510 devices purchased after the date of this letter will commence from the date of original purchase.* In the event that its products fail to perform as warranted, DSDI will repair or replace (at its sole discretion) any part or component proven to its reasonable satisfaction to be defective; provided, however, that DSDI is notified within ten (10) days of receipt and that any such part is returned, upon request to DSDI's facilities in Irving, Texas within the warranty period. DSDI will assume the cost for freight for warranty repairs.

In the event that Purchaser claims that any product manufactured by DSDI is defective, Purchaser must allow DSDI's representative access and permission to inspect said product at its site of installation or use.

This limited warranty extends only to the original end user of the products and does not cover damage or loss resulting from misuse, abuse, accident, neglect, improper installation, operation maintenance or use and/or mechanical, electrical or environmental circumstances such as corrosion by ambient gases or liquids, excessive dust and/or other deposits on parts of the products. This limited warranty does not cover parts repaired, modified, or adjusted outside of DSDI's facilities in Irving, Texas, without prior

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4040 W Royal Lane,
Suite 136
Irving, TX 75063
Tel +1 972 929-1100
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written consent of DSDI. Any unauthorized repair, modification or adjustment of the products voids the warranty set forth herein.

The warranty set forth above is in lieu of all other express or implied warranties, including but not limited to any implied warranties or merchantability or fitness for a particular purpose. Furthermore, DSDI shall not be liable for loss of use, income or profit, incidental, special or consequential or other similar damages, arising, directly or indirectly, out of or occasioned by the operation, use, repair or replacement of its devices whether such damages are based on a claim of breach of express or implied warranties, tortious conduct (including negligence and strict liability) or any other cause of action.

All warranty claims should be directed to: Draeger Safety Diagnostics, Inc., 4040 W. Royal Lane, Suite 136, Irving, Texas 75063, (972) 929-1100.

Should you have any questions regarding this proposal, please feel free to contact me directly at (970) 759-5751.

Sincerely,

A handwritten signature in black ink, appearing to read "Hansueli Ryser". The signature is fluid and cursive, with a large, stylized initial "H".

Hansueli Ryser
Vice President, Draeger Safety Diagnostics, Inc.