

# Warranty

## RFOptic Terms of Limited Warranty:

Subject to the terms and conditions set forth below, effective January 1, 2010, RFOptic warrants the goods to be free from defects in material and workmanship. This warranty shall extend for a period of twelve (12) months for RFOptic's Products from date of shipment.

RFOptic's warranty does not apply if, and RFOptic shall have no liability for goods returned by Buyer as to which RFOptic's examination reveals that: (i) the goods have been exposed to unusual or excessive environmental, mechanical, electrical or thermal stress during the course of installation or use; (ii) the absolute maximum ratings are exceeded for any reason including, but not limited to, equipment variations, environment variations, the effects of changes in operating conditions due to variations in device characteristics, improper equipment design, improper device installation or application; (iii) Goods malfunction is the result of misuse, abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation or handling or if the original identification markings on the goods have been removed, defaced or altered; (iv) Goods are tested for Buyer by anyone other than RFOptic unless such procedures have RFOptic's prior written approval; and (v) the goods are classified as other than a commercial production unit, e.g. a design verification unit, sample, preproduction unit, developmental unit, prototype unit, incomplete (with notice) or "fallout" (i.e. out of specification with notice) unit. All warranty claims are subject to verification by RFOptic. The liability of RFOptic hereunder is solely and exclusively limited to replacement, repair or credit at the purchase price at RFOptic's option for any goods which are returned by Buyer during the applicable warranty period and which are found by RFOptic to be subject to adjustment under this warranty.

Buyer must notify RFOptic of any warranty claim within fourteen (14) days of discovery of the basis there for, and if Buyer fails to so notify RFOptic by such time, Buyer shall be deemed to have waived such warranty claim. The foregoing warranties extend to Buyer only, and not to Buyer's customers or to users of Buyer's products. These warranties may not be transferred or assigned, and Buyer shall make no warranty with regard to the goods to any of its customers or other users of Buyer's products, and Buyer shall indemnify and hold RFOptic harmless against any and all claims, demands, liabilities, losses, costs, fees, expenses, damages and injuries (including reasonable attorney fees) (collectively, Claims') incurred by RFOptic in connection with, or relating to, any such warranty made by Buyer. These warranties are the only warranties made by RFOptic and shall not be enlarged by representations, descriptions, course of dealing, trade usage, rendering of technical advice, service, samples, models, or otherwise, and RFOptic makes no other warranties express, implies, or statutory, including but not limited to any implied warranty of merchantability or fitness for particular purpose.

**Warranty Service:** In case of failure to meet the goods specifications within the warranty period, Buyer shall notify RFOptic and obtain a Return Material Authorization Number (RMA#), by notify to [service@rfoptic.com](mailto:service@rfoptic.com). RMA# shall be provided only for goods which were fully paid by the Buyer to RFOptic. In such case the Buyer will return the goods to RFOptic in proper packaging, freight prepaid, and marked with the RMA#, and RFOptic will either repair or replace it, at its option.

**Non-Warranty Repairs:** If goods not covered by the above warranty needs repairing, RFOptic will first provide an estimate of repair charges and then repair the goods upon receiving authorization from the Buyer.