



2 YEAR WARRANTY

1. **DATA DEVICE CORPORATION (DDC)** warrants all its products against defects in workmanship, materials, and construction under normal use and service for the following periods of time and subject to the following conditions and limitations:
 - (a) Promptly after receipt of each shipment of products, Buyer shall inspect the products. All claims for shortages and for visible in-transit damage must be made within fourteen (14) days after receipt of the shipment by Buyer. All other claims, including claims for allegedly damaged or defective products, must be made within fifteen (15) days after Buyer learns of the facts upon which such claim is based, but in no event later than sixty (60) days after Buyer's receipt of the products. Except as provided in section 1(b) below, all claims not made in writing within the time periods specified in this section 1(a) shall be deemed waived.
 - (b) With respect to any latent defects not capable of being discovered until the products are put in use or used in the manufacture of other goods, all claims based upon such defects shall be deemed waived unless made in writing and received by DDC within two (2) years after Buyer's receipt of the products, or within twenty (20) days after Buyer learns of the alleged defect giving rise to the claim, whichever shall first occur.
 - (c) DDC's responsibility under this warranty shall be limited to products and components of products manufactured by it. Claims arising out of components, equipment, and accessories sold but not manufactured by DDC shall be limited to such adjustments as DDC may obtain from the suppliers thereof.
 - (d) This warranty shall not extend to any products that have been subject to misuse, neglect, or improper installation or application. In addition, it shall not apply to products that have been repaired or altered outside of DDC's factory by other than an authorized service representative of DDC.
 - (e) Defective products that Buyer claims are covered by this warranty shall be returned to DDC, at DDC's expense. Upon DDC's determination that the defective products are covered by this warranty, DDC will repair, or replace at its option, the defective products without charge to Buyer and will ship the repaired or replacement products to Buyer prepaid at DDC's expense. DDC may, at its sole discretion, cancel outstanding orders for products with no liability to Buyer upon a claim or allegation by Buyer or a determination by DDC that a product has or may have a defect which could endanger the safety of any person or property.
 - (f) All claims for defects in repaired products must be made in writing within fifteen (15) days after Buyer learns of the facts upon which such claim is based but in no event later than sixty (60) days after Buyer's receipt of the repaired products. The warranty for replacement products shall be the same as that for the products they replace.
2. Except for the warranty made in section 1 above, DDC makes no warranty or representation of any kind, express or implied, with respect to the products, including no warranty as to their merchantability or fitness for a particular purpose or as to any other matter.
3. DDC's liability for any and all losses and damages to Buyer resulting from any cause whatsoever, including DDC's negligence or strict liability or DDC's breach of the warranty in Section 1 above and allegedly damaged or defective products, irrespective of whether such defects are discoverable or latent shall in no event exceed the purchase price of the products with respect to which losses or damages are claims or, at the option of DDC, the repair or replacement of the damaged or defective products as more fully provided in Section 1 above. In no event including in the case of a claim of DDC's negligence or strict liability, shall DDC be liable for incidental or consequential damages or for any loss, damage, or expense, directly or indirectly, arising from the use of the products, or any inability to use them separately or in conjunction with any other equipment or materials, or from any other cause. The Buyer shall indemnify and hold DDC harmless for any injury, property damage, or other damages arising therefrom, from the use of the products, or any inability to use them separately or in conjunction with any other equipment or materials, or from any other cause.
4. Any products returned for repair that are not covered by the warranty set forth in Section 1 above shall be returned by Buyer to DDC at Buyer's expense. As to such products, DDC shall be entitled to charge Buyer for handling, inspecting, testing, and repairing the products at its prevailing rates. Such products, whether or not repaired by DDC, shall be returned to Buyer at Buyer's expense, shipping charges collect.
5. No products shall be returned to DDC for any reason or purpose until DDC has been notified of the proposed return and Buyer has received from DDC a Return Material Authorization (RMA) number.
6. This document contains the complete statement of the product warranty by DDC, and no warranty or representation not set forth herein has been made to or may be relied upon by Buyer. No course of prior or subsequent dealings between DDC and Buyer and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this document. The failure of either DDC or Buyer to insist upon strict adherence to any term of this document on any occasion shall not be considered a waiver or deprive DDC or Buyer, as the case may be, of the right thereafter to insist upon strict adherence to that term or any other term of this document. This document cannot be changed or terminated, or its provisions waived, except in a written document signed by both parties or their duly authorized agents.

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