



**STANDARD PRODUCT WARRANTY CERTIFICATE
MICROWAVE DATA SYSTEMS**

- A. MDS standard Products are warranted against defects in workmanship and material for a period of one (1) year from date of shipment as evidenced by MDS's packing list or other transportation receipt unless otherwise agreed to in writing.
- B. MDS's sole responsibility under this warranty shall be to either repair or replace, at its option, any component which fails during the applicable warranty period because of a defect in workmanship and material, provided PURCHASER has promptly reported same to MDS in writing. All replaced Products or parts shall become MDS's property.
- C. MDS will honor the warranty at MDS's repair facility in Rochester, New York, U.S.A. It is PURCHASER's responsibility to return, at its expense, the allegedly defective Product to MDS. PURCHASER must obtain a Service Request Order (SRO) number and shipping instructions from MDS prior to returning any Product under warranty. Transportation charges for the return of the Product to PURCHASER shall be paid by MDS. The warranty excludes all other associated costs of shipping, i.e. customs clearance, duties, taxes, etc. If MDS determines that the Product is not defective within the terms of this warranty, PURCHASER shall pay MDS all costs of handling, transportation and repairs at the then prevailing repair rates.
- D. All the above warranties are contingent upon proper use of the Product. These warranties will not apply (i) if adjustment, repair or parts replacement is required because of accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power, environmental controls, transportation, not maintained in accordance with MDS specifications, or abuses other than ordinary use; (ii) if the Product has been modified by PURCHASER or has been repaired or altered outside MDS's repair facility, unless MDS specifically authorizes such repairs or alterations; (iii) where MDS serial numbers, warranty data or quality assurance decals have been removed or altered.
- E. MDS also reserves the right to make product improvements without incurring any obligation or liability to make the same changes in Products previously manufactured or purchased. In no event shall MDS be liable for any breach of warranty in an amount exceeding the net selling price of any defective Product. No person, including any dealer, agent or representative of MDS is authorized to assume for MDS any other liability on its behalf except as set forth herein. If any payment is due MDS for services performed hereunder, it shall be subject to the same payment terms as the original purchase.
- F. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, MDS DISCLAIMS ALL WARRANTIES ON PRODUCTS FURNISHED HEREUNDER, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS; and the stated express warranties are in lieu of all obligations or liabilities on the part of MDS arising out of or in connection with the performance of the Products.

Products Manufactured By Others

For products not manufactured by MDS, the original manufacturer's warranty shall be assigned to PURCHASER to the extent permitted and is in lieu of any other warranty, expressed or implied. For warranty information on a specific product, a written request should be made to MDS.