

## Limited Warranty

Except as described below, Micronics warrants the products to be free from defects in material and workmanship in normal use for a period of one (1) year from date of purchase. Should any product fail to perform according to this warranty at any time during the warranty period, except as provided below, Micronics or its authorized service centers will, at Micronics' option, repair or replace the product at no additional charge.

The warranty does not cover loss or damage which occurs in shipment or which is due to: (1) improper installation or maintenance, misuse, neglect or any cause other than ordinary commercial application, including without limitation, accidents or acts of God; (2) adjustment, repair, or modification by other than a Micronics authorized service center; (3) improper environment, excessive or inadequate heating or air conditioning, or electrical power failures, surges or other irregularities; (4) any statement about the product other than those set forth in this warranty; or (5) nonconformity to models or samples shown to the purchaser. Any models or samples were for the sole purpose of suggesting the character of the product and are not intended to form the basis of the bargain.

A receipt or copy of the invoice with the date of purchase from a Micronics reseller is required before any warranty service can be rendered. Service can be obtained by calling Micronics for a Return Merchandise Authorization (RMA) Number.

The RMA Number should be prominently displayed on the outside of the shipping carton of the returned product. Returned product should be shipped prepaid or hand carried to Micronics. The purchaser assumes risk of loss or damage in transit, and unless otherwise agreed to in writing by Micronics, will pay inbound shipping charges.

The exclusive remedy of the purchaser under this warranty above will be repair or replace at Micronics' option, but if for any reason that remedy should fail of its essential purpose, the exclusive remedy of the purchaser shall then be actual damages up to amounts paid for the defective product by the purchaser. This limited warranty shall be deemed to "fail of its essential purpose" if, after repeated efforts, Micronics is unable to make the product operate as warranted. Micronics' liability for damages to the purchaser for any cause whatsoever; regardless of the form of action and whether in contract or in tort, shall be limited to the purchase price in effect when the cause of action arose for the product that is the basis of the claim.

Micronics will not be liable for any lost profits or any indirect, special incidental or consequential damages in connection with the product, even if Micronics has been advised of the possibility of such damages.

Micronics makes no warranties or representations as to performance of products or as to service to distributor or to any person, except as set forth in Micronics; limited warranty accompanying delivery of product.

Micronics disclaims all other warranties whether oral, written, expressed, or implied, including without limitation, the warranties of design, merchantability, or fitness for a particular purpose, if applicable, or arising from a course of dealing, usage or trade practice.

## **Non-Warranty Service**

After the one year warranty service is no longer in effect, repair service is still available for Micronics products. For more information, contact Micronics' RMA department at (510) 683-0428 or (510) 683-0389. The RMA department is open between 8:30 A.M. and 5 P.M. Pacific Standard Time.