

Integra Technologies Inc. Seller Warranty

Seller Warranty:

Seller warrants that each product will be free of defects in material and workmanship and conform to Seller's applicable specifications for one (1) year the date of shipment, and further warrants the repaired element within the product for a period of six (6) months from redelivery. Seller's sole liability and responsibility under this warranty is to repair, replace any returned product which Seller determines does not conform to the warranty. Product returned to Seller for warranty service will be shipped to Seller at Buyer's expense and will be returned to Buyer at Seller's expense. Under no circumstances shall Buyer take a credit, nor will Seller issue a credit memo, for any returned material prior to completion of failure analysis to determine root cause of non-conformance and the party at fault. If Buyer takes an unauthorized credit, Buyer will be charged at a rate of 1.5% monthly.

In no event shall Seller be responsible under this warranty for any defect which is caused by negligence, misuse, or mistreatment of a product or for any unit which has been altered or modified in any way. The warranty for replacement products shall terminate with the warranty of the product. Seller makes NO WARRANTY for products identified as prototypes, engineering samples, test boards, pre-production qualified products, products used as described in Section 18 below, or products not manufactured by Seller. All such unwarranted products are sold to Buyer "AS IS". Seller's warranties as hereinabove set forth shall not be enlarged, diminished, or affected by, and no obligation or liability shall arise or grow out of, Seller's rendering of technical advice or service in connection with Buyer's order of the products furnished hereunder.

Breach of Warranty:

Physical damage including but not limited to - dropping parts, incorrectly storing, using incorrect assembly profiles or assembly techniques, mechanical damage, ESD or EOS

Negligence or Misuse – improper biasing of the product, operation into an open or short circuit, using the part outside its specified windows of operation as specified by the data sheet min/max limits,

Alterations or Modification – changes or rework to any components, circuits or other aspects of the product

Out of Scope specifications not listed on Manufacturer's datasheet - Warrantee only applies to min and max specifications guaranteed on manufactures datasheet; Warrantee DOES NOT APPLY to typical, specifications not listed on datasheet, or anecdotal historical past performance

WARRANTY DISCLAIMER:

SELLER'S EXPRESS WARRANTY TO BUYER CONSTITUTES SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, TO THE EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.