

## Limited Warranty

OPTIMAL CONNECTIVITY LLC provides a limited warranty to products and services as integral part of our Terms and Conditions.

### Limited Warranty

- a) Products manufactured and/or branded by Seller are warranted for a period of one year from time of delivery against defects in workmanship or materials or failure to operate as described in product datasheets under normal use. In some cases, the warranty period may exceed one year where a written warranty description specific to a certain product is stated in a contract or posted on the company website, product description or user's manual. Accessories and consumable goods are warranted for three months.
- b) Products manufactured by Seller in accordance with Buyer's instructions or specifications provided by Seller are warranted for a period of one year from time of delivery against defects in workmanship or materials only under normal use. In some cases, the warranty period may exceed one year where a written warranty description or warranty certificate specific to a certain product is stated in a contract or posted on a company website.
- c) Calibration services are warranted for a period of three months from time of completion against defects in workmanship or materials or failure to operate as described in product data sheets under normal use.
- d) The warranties shall not apply to any defect, failure, or damage arising from or in connection with: (i) improper use, or improper or inadequate maintenance and care; (ii) modifications to or repairs of the products performed by any party other than Seller; (iii) combination of the products with any other technology, equipment, hardware, software, or other materials; (iv) use of the products in an environment not meeting the operating specifications for the products; (v) failure to properly transport, prepare, and store the products; (vi) acts of God; or (vii) any normal wear and tear or normal environmental degradation.
- e) Products solely distributed by Seller without alteration carry the warranty of the respective manufacturer only.
- f) Seller will at Seller's option and in Seller's sole discretion, repair, replace or refund any products that are returned under warranty, and Seller's repair, replacement, or refunding of the price paid for a product under warranty shall be Seller's sole liability, and Buyer's sole remedy, for any breach of the warranties.
- g) This warranty applies to the original purchaser only and is not transferable.
- h) This warranty does not cover damage incurred during shipment which is the responsibility of the freight shipping company.
- i) Buyer will bear the costs of access, de-installation, re-installation and transportation of the products to Seller and back to Buyer in connection with any warranty claims. Seller will reimburse the costs of transportation to Seller and bear the costs of returning the repaired product or sending replacement product to Buyer if the product is found to be covered under warranty.
- j) Any repair or replacement pursuant to this limited warranty for products manufactured and/or branded by Seller shall be warranted against the same defects re-occurring in a period of 12 months from time of delivery of the repaired or replaced product, or until the expiration of the original product warranty, which ever shall be the latter.
- k) This limited warranty and remedies are expressly conditioned upon: (i) Buyer's payment of the purchase price in full, (ii) Buyer giving written notice of the defect, reasonably described, to Seller within ten(10) days of the time when Buyer discovers or ought to have discovered the defect, (iii) the storage, installation, operation, use, and maintenance of the products in compliance with product instructions, (iv) the existence of proper records of Buyer's operation and maintenance of the products during the warranty period, (v) Buyer providing Seller with a reasonable opportunity to



examine the products and the aforementioned records, and (vi) the absence of any unauthorized modification or repair of the products, including without limitation the removal or alternation of any serial numbers or product identifications.

I) THIS WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY DISCLAIMED.

**Date: 11th March 2021**

**OPTIMAL CONNECTIVITY LLC**