

HYPERLABS INC.

Sales and Warranty Terms

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Revision 1.5.0 | November 4, 2015 | www.hyperlabsinc.com

Sales and Warranty Terms

All products purchased from HYPERLABS INC. carry a **one-year limited warranty** under the Terms listed below. Purchase and/or deployment of any product from HYPERLABS INC. constitutes acceptance of these Terms.

For questions about these Terms, please contact HYPERLABS INC.: <http://www.hyperlabsinc.com/contact-us.aspx>

THE WARRANTY SET FORTH BELOW IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED.

Warranty Duration and Remedies

- HYPERLABS INC. warrants that products meet all technical specifications in effect as of the order date.
- The warranty term is one year, and begins on the date the product is shipped by HYPERLABS INC.
- If a product does not conform to this warranty, we will, at our sole discretion, repair or replace the product.

Repairs Under Warranty

- Prior to returning the product to HYPERLABS INC., Buyer must first contact us to obtain a Return Merchandise Authorization (RMA).
- The Buyer will prepay all shipping charges, custom broker fees, duties and taxes. HYPERLABS INC. will pay for the return of any products repaired under warranty to the Buyer.

Limitations of Liability

- The remedies of the Buyer and all subsequent purchasers, and our obligations under this warranty, shall be limited to the repair or replacement, at our sole discretion, of any product that does not conform to this warranty.
- HYPERLABS INC. expressly disclaims all liability for unforeseen damages caused by inaccurate readings taken by Buyer, including but not limited to, batch rejection of PCBs and other controlled impedance products.
- HYPERLABS INC. expressly disclaims all liability for damages to or incompatibility with hardware, software, or other systems other than those supplied by HYPERLABS INC. to Buyer.
- HYPERLABS INC. specifically disclaims the implied warranties of merchantability and fitness for a particular purpose.
- Damage due to electrostatic discharge (ESD) is expressly excluded from the terms of warranty coverage. See below for more information on ESD exclusions.
- This warranty shall be invalidated if the products have been modified or damaged through misuse or abuse by the Buyer or any subsequent purchaser.

Electrostatic Discharge (ESD) Exclusion

- The HYPERLABS Warranty Terms explicitly exclude coverage for damage due to electrostatic discharge (ESD). Any damage caused by ESD requiring repair will incur a repair charge, to be determined at time of service, plus shipping and handling.
- Some of our instruments (e.g. HL22xx Series) are susceptible to ESD, and anti-static precautions should be taken at all times when handling or using the instrument.
- Instruments marketed as "Ruggedized" or "ESD Robust" (e.g. HL52xx and HL11xx Series) conform to ESDS Component Sensitivity Classification Class 2, and do not require extra ESD precautions in normal laboratory or field applications. However, anti-static precautions should be taken when using these instruments in particularly harsh environments.

No Other Representations

Except for the representations and warranties contained above, neither HYPERLABS INC. nor any other person makes any other express or implied representation or warranty, and HYPERLABS INC. hereby disclaims any other representations or warranties. No other warranty, whether written or oral, is expressed or implied.