

## **MINI MITTER COMPANY, INC.**

### **WARRANTY POLICY**

1. **WARRANTY:** Mini Mitter warrants that upon delivery the goods sold hereunder will be free of defects in materials and workmanship, and such goods will substantially conform to the specifications furnished by the Seller, and to any drawings or specifications furnished to the Buyer by Mini Mitter if approved by Mini Mitter.
  - a) **Commencement of Warranty** – The warranty period begins on the date of delivery.
  - b) **Duration of Warranty** – The goods sold hereunder are warranted for a period of twelve months, except PDT-4000 and PDT-4000HR, which are warranted for two years.
  - c) **Third Party Product Warranty** – Third party products purchased by Buyer through Mini Mitter are covered by the manufacturer’s warranty and ARE NOT COVERED BY THE MINI MITTER WARRANTY.
  - d) **Place of Repair or Replacement.** Buyer must return the defective or nonconforming goods upon request to Mini Mitter at 20300 Empire Avenue, Building B-3; Bend, OR 97701, not later than 15 days after Mini Mitter’s receipt of notice of the alleged defect or nonconformance. Buyer shall prepay transportation charges. Mini Mitter shall pay for the return of the goods to Buyer. No goods are to be returned to Mini Mitter without prior authorization and a valid Corrective Action request (CAR) number.
  - e) **Limitation of Warranty** The foregoing warranty shall not apply to defects resulting from (a) improper or inadequate maintenance by Buyer; (b) unauthorized modification of the goods; (c) operation of the goods outside of the environmental specifications for the goods; (d) neglect, misuse or abuse of the goods or (e) modification or integration with other goods not covered by a Mini Mitter warranty when such modification or integration increases the likelihood of damage to the goods.
  - f) **Technical assistance** – The warranty set forth above shall not be enlarged, diminished or affected by and no obligation or liability shall arise from Mini Mitter’s rendering of technical advice, assistance or services in connection with Buyer’s order of the goods furnished hereunder. The Buyer is not relying on Mini Mitter’s skill or judgment to select or furnish suitable goods.

**THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND MINI MITTER GIVES NO OTHER WARRANTY WRITTEN OR VERBAL, EXPRESS OR IMPLIED. MINI MITTER SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MINI MITTER’S STANDARD WARRANTY POLICY COVERING ANY MINI MITTER PRODUCTS SHALL BE NULL, VOID, AND OF NO EFFECT IF THE BUYER OR ANY THIRD PARTY USES THAT PRODUCT FOR ANY USE OTHER THAN THE INTENDED USE OF THAT PRODUCT.**

2. **LIMITATION OF REMEDIES AND LIABILITY.** The remedies provided herein are Buyer’s sole and exclusive remedies. Mini Mitter shall have no responsibility other than, at Mini Mitter’s option, to repair or replace defective or nonconforming goods or to refund the purchase price of defective or nonconforming goods in the event of breach of any warranty. IN NO EVENT SHALL MM BE LIABLE FOR ANY DIRECT, INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY. In the event that any limitation of warranty or disclaimer of liability is found to be unlawful or inapplicable, or to have failed of its essential purpose, Mini Mitter’s liability shall be limited to the amount paid by the Buyer for the specific goods that caused such liability.