

## Warranty

# RFOptic Terms of Limited Warranty

Subject to the terms and conditions set forth below, RFOptic Ltd. (“**RFOptic**”) warrants to the buyer detailed in the applicable purchase order (“**Buyer**”) that the RFOptic’s goods and products (“**Products**”) when stored, installed and used in strict accordance with the manual and/or documentation provided by the RFOptic and under normal use shall be free from defects in material and workmanship. This warranty shall extend for a period of twelve (12) months for RFOptic’s Products from date of shipment to the Buyer (“**Warranty Period**”).

RFOptic’s warranty does not apply if, and RFOptic shall have no liability for Products returned by Buyer as to which RFOptic’s examination reveals that: (i) the Products have been exposed to unusual or excessive environmental, mechanical, electrical or thermal stress during the course of installation or use; (ii) the absolute maximum ratings are exceeded for any reason including, but not limited to, equipment variations, environment variations, the effects of changes in operating conditions due to variations in device characteristics, improper equipment design, improper device installation or application; (iii) Product malfunction is the result of misuse, abuse, improper installation or application, alteration, accident, or negligence in use, storage, transportation or handling or if the original identification markings on the goods have been removed, defaced or altered, including, without limitation, opening any Product which has a sticker on it stating that it must not be opened, without RFOptic’s prior written approval; (iv) Products are tested for Buyer by anyone other than RFOptic unless such procedures have RFOptic’s prior written approval; and (v) Products are classified as other than a commercial production unit, e.g. a design verification unit, sample, preproduction unit, developmental unit, prototype unit, incomplete (with notice) or "fallout" (i.e. out of specification with notice) unit.

All warranty claims are subject to verification by RFOptic. The liability of RFOptic hereunder is solely and exclusively limited to replacement, repair or credit at the purchase price at RFOptic’s option for any Products which are returned by Buyer during the applicable warranty period and which are found by RFOptic to be subject to adjustment under this warranty.

Buyer must notify RFOptic of any warranty claim within the Warranty Period, promptly following discovery of the basis thereof, and if Buyer fails to notify RFOptic by such time, Buyer shall be deemed to have waived such warranty claim. The foregoing warranties extend to Buyer only, and not to Buyer’s customers or to users of Buyer’s products. These warranties may not be transferred or assigned, and Buyer shall make no warranty with regard to the Products to any of its customers or other users of Buyer’s products, and Buyer shall indemnify and hold RFOptic harmless against any and all claims, demands, liabilities, losses, costs, fees, expenses, damages and injuries (including reasonable attorney fees) (collectively, Claims’) incurred by RFOptic in connection with, or relating to, any such warranty made by Buyer.

THIS WARRANTY HEREIN IS AND SHALL REMAIN AT ALL TIMES THE SOLE AND EXCLUSIVE WARRANTY GRANTED BY RFOPTIC WITH RESPECT TO ANY PRODUCT (AND/OR ANY OF THE COMPONENTS THEREOF) AND IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, PROMISES, OR REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED AND EXCLUDED, SUCH THAT ANY OTHER WARRANTY, INCLUDING WITHOUT LIMITATION WITH RESPECT TO MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, UNINTERRUPTED PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE IS HEREBY EXPLICITLY DISCLAIMED.

Warranty Service: In case of failure to meet the Product specifications within the warranty period, Buyer shall notify RFOptic and obtain a Return Material Authorization Number “**RMA#**” by sending a message via the RFOptic website or by email to [service@rfoptic.com](mailto:service@rfoptic.com). RMA# shall be provided only for Products which were fully paid by the Buyer to RFOptic.

Following receipt of an RMA#, the Buyer will return the Product to RFOptic with its original serial number, RMA# and, to the extent possible, in its original package including its original labels, and RFOptic will either repair or replace it, at RFOptic sole discretion. Replacement Product or parts are warranted for the remainder of the original Warranty Period. The shipping cost of the replacement Product shall be borne by Buyer, and in the event the warranty applies for such Product, RFOptic shall deliver the replacement Product to Buyer at its expense.

**Non-Warranty Repairs:** If goods not covered by the above warranty needs repairing, including but not limited to Products or prototypes of Product, which have been provided free of charge or for testing purposes, RFOptic may, only if possible and at RFOptic’s sole discretion, provide Buyer with an estimate of repair charges and then repair such Products upon receiving written authorization from the Buyer.