

WARRANTY

OptoTest Corporation ("OptoTest") warrants to the original purchaser ("BUYER") only, that the OptoTest fiber optic test equipment or OptoTest fiber optic components purchased by BUYER is free from defects in material or workmanship. This warranty expires two years from the date of shipment unless noted otherwise. If BUYER discovers within the warranty period a defect in material or workmanship, BUYER must promptly notify OptoTest in writing. During the warranty period, OptoTest will, at its option, either repair or replace any product that proves to be defective. These remedies are BUYER's only remedies for breach of warranty.

To obtain information in order to exercise this warranty, write or call your local OptoTest representative, or contact OptoTest headquarters. You will be given assistance and return instructions. Send the goods, transportation and brokerage fees prepaid and at the BUYER's expense, to the indicated service facility. Repairs or replacement will be made and the goods returned (Carrier/Mode at OptoTest option), transportation prepaid at OptoTest expense. Repaired products are warranted to be free from defects in material or workmanship for the balance of the original warranty period or at least ninety (90) days.

All third party supplied products or items (computers, peripherals, plug-in cards, cabinets, etc.) as offered in the quotation will be covered only by the original manufacturer's warranty. Replacement or repair costs of such items no longer covered under the original manufacturer's warranty are the responsibility of the BUYER. OptoTest DOES NOT WARRANT ANY THIRD PARTY SUPPLIED ITEM OR PRODUCT.

OptoTest is not responsible for broken or damaged customer supplied components or units when received in such condition or when damaged during production. Only in the case of damage caused by the gross negligence of OptoTest will OptoTest be responsible for damage to such components or units and OptoTest's liability shall be limited at its option to either repair or replacement of the damaged item. In no event shall OptoTest's liability for repairing or replacing the broken or damaged customer supplied items exceed the consideration received by OptoTest under the applicable contract.

LIMITATION

The warranty contained herein does not apply to defects resulting from unauthorized modifications or misuse of any product or part thereof. The optical interfaces are fragile and require proper use and handling. The warranty is void if the optical interfaces are damaged or broken or if anyone except trained OptoTest personnel opens, services or calibrates the instrument. For connector, components and optical interfaces the warranty does not apply to normal wear and tear. With regard to instruments and related equipment the warranty does not apply to fuses, batteries, or damage from battery leakage. The warranty contained herein is in lieu of all other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular use. In no event will OptoTest be liable for any indirect, special, incidental or consequential damage based on breach of warranty, breach of contract, negligence, strict tort or any other legal theory.

PAYMENT TERMS

All payments are based on a term of Net 30 days on established or newly approved accounts. Payment by COD and major credit card are also accepted without any surcharge. All shipping and insurance costs will be added to the amount of the invoice. All payments not received when due shall be subject to a percent 1.5% late fee (annual rate 19.25%) of the unpaid amount or the maximum rate permitted by law, which is less, until the date of payment. OptoTest Reserves the right to charge a processing fee of \$50 for invoices that require multiple transactions to complete payment.

ORDER CANCELLATION

OptoTest ERRORS: Any item returned as a result of OptoTest error can be returned for full credit within thirty (30) days of receipt. Returned items must be unused and unopened and are subject to inspection. OptoTest pays freight on any item properly returned as a result of OptoTest error.

CATALOG ITEMS

Any order canceled before shipment by the BUYER will be subject to a 15% cancellation. For items that have already shipped to the BUYER, OptoTest will accept returns up to 30 days from the original ship date, and OptoTest will charge a 25% restocking fee. Items returned must be unused and unopened and are subject to receiving inspection by OptoTest before the maximum credit amount will be authorized. BUYER pays freight on any item returned as a result of a canceled order.

NON-CATALOG OR MADE-TO-ORDER ITEMS:

Unless cancelled within twenty four (24) hours of order placement, the order cannot be cancelled or returned for credit.

QUOTES

Unless noted otherwise all quotes prepared by OptoTest are valid for 30 days only.

RETURN OF MATERIAL

The return of any items or material to OptoTest Corporation, for whatever reason, cannot be made unless a Return Material Authorization (RMA) number has been assigned by our Customer Service department (call or e-mail sales@optotest.com to obtain an RMA number and shipping instructions). At that time, a return procedure will be provided. Any return without a proper RMA number will be automatically returned at the sender's cost.

PACKAGING

OptoTest provides packaging and all necessary packaging materials as a service to our customers. OptoTest does not; however, guarantee the packaging and OptoTest does not guarantee arrival of the shipment or bear any risk of loss or damage to a product during shipment if the product is shipped FCA Camarillo, California.

GENERAL INFORMATION

MINIMUM ORDER: per quote
CURRENCIES: U.S. Dollars
TRANSPORTATION: Prices do not include these costs
INSURANCE: Prices do not include these costs

GOODS: Diversion contrary to US Law is prohibited
DUTIES: Not included in destinations outside USA
TAXES: Prices do not include taxes

REMIT TO ADDRESS

Wire Transfers: Please contact our sales department (sales@optotest.com) for account information.

Check Payments: OptoTest Corporation, 4750 Calle Quetzal, Camarillo, CA 93012, USA

These Terms and Conditions are the binding contract between the purchaser and OptoTest with submittal of the purchase order. These Terms and Conditions supersede BUYER standard terms and conditions unless agreed upon otherwise in writing and as an amendment to the purchase order.
