



**RF-LAMBDA**

The power beyond expectations

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## **STANDARD WARRANTY**

- 1. RF-Lambda Corporation (RF-Lambda) warrants to the Buyer that each product will be free from defects in material and workmanship and will perform in full accordance with applicable specifications for a period of twelve (12) months from the date of shipment. RF-Lambda will determine by examination whether a product is defective in material and/or workmanship following return of the product by the Buyer. Warranty returns must first be authorized in writing by RF-Lambda. The liability under this warranty is limited to the repair or replacement of the defective product. Disassembly of any RF-Lambda product by anyone other than an authorized representative of RF-Lambda voids this warranty in its entirety. RF-Lambda reserves the right to make changes in any of its products without incurring any obligation to make the same changes on previously delivered products.**
- 2. Products having been repaired by RF-Lambda shall be warranted for that repair for six (6) months from the date of shipment back to the purchaser or the original warranty period, whichever is longer.**
- 3. The purchaser shall pay the cost of inspecting and testing any product returned under the warranty or otherwise found to meet the applicable specifications or which are not defective or not covered under this warranty.**
- 4. As a condition to the warranties provided for herein, the purchaser shall prepay the shipping charges for all products returned to RF-Lambda for repair. RF-Lambda will pay the return shipping charges for all warranty repair items shipped within the continental United States and Canada.**
- 5. Products sold by RF-Lambda shall not be considered defective or non-conforming if they satisfactorily fulfill the performance requirements that were (i) agreed to in writing between RF-Lambda and the Buyer or (ii) as provided as part of a valid written quotation or (iii) are in accordance with samples approved by the Buyer. This warranty shall not apply to any products or parts thereof which have been subjected to accident, negligence, alteration, abuse, or misuse.**
- 6. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. RF-LAMBDA CORPORATION'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY RF-LAMBDA CORPORATION FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL RF-LAMBDA CORPORATION BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED.**
- 7. All matters regarding this warranty shall be interpreted in accordance with the laws of the State of Texas and the Province of Ontario and any controversy that cannot be settled directly shall be settled by arbitration in United States of American in accordance with the rules then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.**