

October 17, 2018



WARRANTY TERMS AND CONDITIONS

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1.1 PhaseView's products are warranted to be free from defects in materials and workmanship for a period of 12 months ("Warranty Period") from the date of initial shipment. PhaseView's liability under this warranty is limited to replacing any defective parts at its expense. PhaseView shall warrant the replacement products for the remainder of the original warranty period.

1.2 This warranty will not apply to those products: (i) repaired or altered other than in accordance with PhaseView's product specifications or written approval by PhaseView's duly authorized officer, or (ii) abused, misused, improperly handled in use or storage, or used in an unauthorized or improper manner or without following written procedures supplied by PhaseView's, or (iii) original identification markings or labels have been removed, defaced or altered, or (iv) any other claims not arising directly from material defects in material or workmanship.

1.3 Special contracts or contracts for nonstandard products may have modified terms of warranty and, in such cases, the terms as stated in the individual contract must be signed by the duly authorized officer of PhaseView and will supersede the standard terms.

1.4 PhaseView will make final determination as to cause or existence of defect and, at its option repair or replace the products, which prove to be defective during the warranty period. Products replaced under warranty will be warranted only for the balance of the warranty period from the original supplied equipment.

1.5 This warranty extends only to the original purchaser of the equipment from PhaseView. The purchaser must notify PhaseView within 15 days of first noticing any defect and promptly return the defective product upon receipt of RMA number(s) before expiration of the warranty period.

1.6 Products believed by purchaser to be defective shall be returned to PhaseView, with transportation and insurance prepaid by purchaser. Repaired or replaced products will be returned to purchaser by PhaseView, FOB city destination within the European Union, Transportation beyond these limits will be charged to purchaser.

1.7 The warranty set out in above paragraph is the exclusive warranty made by PhaseView and is in lieu of all other warranties (except for specific product performance warranties), whether written, oral, or implied, including any warranty of merchantability or fitness for a particular purpose, and shall be CUSTOMER'S sole remedy and PhaseView's sole liability on contract or warranty of otherwise for the products. This warranty shall not be modified or amended without the written approval of an officer of PhaseView.

IN NO EVENT SHALL PHASEVIEW BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE TO PERFORM UNDER THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICES SOLD PURSUANT HERETO, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE.