



MERIT ELECTRONICS CORPORATION

Corporate Headquarters: Fort Myers, Florida
Offices: Orlando, FL | Goshen, IN | Indianapolis, IN

10 YEAR WARRANTY POLICY

The following 10 year Warranty is made in lieu of all warranties, whether express or implied.

Merit Electronics, Inc. ("Merit") warrants its electronic components against electrical failure for a period of ten (10) years from the date of purchase, as evidenced by Merit's invoice date. This Warranty is made to the original component customer only. Merit will repair, replace, or refund in its sole judgment the purchase price of a component that has electrically failed, upon examination of the component by Merit and its determination that the component's electrical failure is due to a defect in material or workmanship.

To file a claim under this Warranty, the customer must provide to Merit within forty five (45) days of the purported electrical failure of the electronic components covered by this Warranty (a) a written notice that the customer is filing a claim under the Warranty; (b) a report issued by the customer's qualified Quality Control personnel describing in detail the failure; (c) Merit's original invoice for the electronic component(s) being returned or a legible copy thereof; and (d) the electronic component(s) that have failed electrically.

Claimed defective components may only be returned after Merit's written authorization and issuance of a Return Authorization Number. The component(s) must be returned at the customer's expense, freight prepaid and insured.

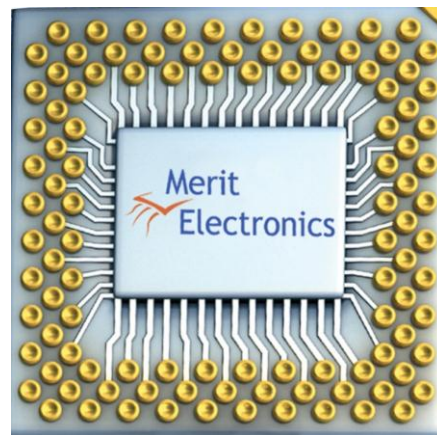
Damage or failure due to corrosion, customer alterations, excessive dust, extreme environmental or electrical conditions, power surges or failures, and/or misuse will be evaluated upon inspection. If inspection reveals that the cause of damage or failure is not due to electrical failure or defects in material or workmanship, the claim will be denied and any repair or replacement of the component will be treated on a non-warranty basis. Damage or breakage while in transit as well as non-electrical failures are not covered by this Warranty. All claims filed against this Warranty shall be the final determination of Merit.

Merit assumes no responsibility for labor to diagnose and remove defective components and installation of replacement components. Furthermore, Merit is not liable to the customer or to any third party for consequential, incidental, special or punitive losses or damages (including without limitation loss of use, loss of data, downtime claims, lost profits, or harm caused to

other products or components) under any circumstances, whether due to a defect in the component, due to delay or failure of delivery, due to a failure of the component to perform as specified, or for any other reason or cause. Customer and Merit agree that customer's sole remedy and Merit's sole liability to customer is limited to the repair, replacement, or refund of the purchase price of the component, whether customer's claim arises out of contract, tort or in equity. In no event shall Merit's liability under this Warranty or otherwise exceed the purchase price of the component.

This Warranty is void if the customer fails to pay in full and when due, its original invoice for the returned components.

This Warranty shall be governed by and construed in accordance with the laws of the State of Florida, under which jurisdiction the parties consent. All disputes relating to this Warranty shall be heard in Florida State courts having jurisdiction over Lee County, Florida. The invalidity or unenforceability of any term of this Warranty shall not affect the remaining terms of this Warranty. The terms of this Warranty exclusively control all warranty-related terms and provisions concerning the sale of Merit's components and supersede any conflicting terms that may appear in the customer's purchase order or other purchase documents. **MERIT MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND FOR NEW AND UNUSED ELECTRONIC COMPONENTS MANUFACTURED BY ORIGINAL MANUFACTURERS, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**



© 2010 Merit Electronics Corp

Corporate Headquarters: 12660 Metro Pkwy | Fort Myers, FL 33966
Toll-Free: 888-696-3748 | Main: 239-790-1265 | Fax: 239-790-1270 | Sales@MeritElectronics.com