

## WARRANTY

AEROFLEX / KDI, Inc. warrants its products from its date of shipment and for the period of 1 year to be free from defects caused by faulty materials or poor workmanship, provided:

- a.) AEROFLEX / KDI, Inc. is notified in writing by Buyer of such defect prior to the expiration of the warranty period; and
- b.) After receiving return authorization from AEROFLEX, the defective item is returned to AEROFLEX / KDI, Inc., Whippany, New Jersey, with transportation charges prepaid by Buyer; and
- c.) AEROFLEX / KDI, Inc.'s examination of such unit shall disclose to its satisfaction that such defect(s) exist and have not been caused by misuse, neglect, improper installation, improper storage, repair alteration or accident; and
- d.) An Evaluation Fee will be charged to Buyer to cover inspection and testing costs for any item returned by Buyer under this paragraph which is found to be within specifications and/or otherwise not the responsibility of AEROFLEX / KDI, Inc. under the terms and conditions of this paragraph or any other part of this Agreement.

THE LIABILITY OF AEROFLEX / KDI, Inc. UNDER THIS WARRANTY IS LIMITED TO REPLACING, REPAIRING, OR ISSUING A CREDIT, AT ITS OPTION, FOR ANY SUCH ITEM RETURNED BY BUYER UNDER THE TERMS OF THIS WARRANTY. IN NO EVENT SHALL AEROFLEX / KDI, Inc. BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE. THIS IS THE SOLE WARRANTY MADE BY AEROFLEX / KDI, Inc.. NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY AEROFLEX / KDI, Inc.. AEROFLEX / KDI, Inc. SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES.