

## **ABSOPULSE ELECTRONICS LTD.**

### **LIMITED WARRANTY**

All products sold hereunder are warranted against defects in workmanship and materials under normal and proper use for a period of one year (or as agreed) from the date of delivery, based on the power supply date code.

As a condition of this warranty, purchaser must obtain a return authorization number (RAN) and shipping instructions from ABSOPULSE and ship the product, transportation prepaid, to the designated ABSOPULSE repair facility in CANADA and include a written description of the claimed defect. All warranty repairs will be performed at the ABSOPULSE plant. Transportation charges for the return of the product to purchaser will be paid by ABSOPULSE. If ABSOPULSE determines that the product is not defective as herein defined, purchaser shall pay ABSOPULSE a fee for testing, examination, handling and shipping at the then prevailing ABSOPULSE rate.

ABSOPULSE'S sole responsibility under the product warranties will be at its discretion, to either repair or replace the product which fails during the period of the applicable warranty due to a defect in workmanship or material, provided purchaser has promptly reported same to ABSOPULSE. All replaced products or parts shall become the property of ABSOPULSE.

All above warranties are subject to proper use of the product. These warranties will not apply if adjustment, repair or parts replacement is required for the following reasons: unusual physical abuse, accident, transportation, environment not meeting or not maintained in accordance with ABSOPULSE specifications, causes other than ordinary use, if the product has been modified by purchaser or where serial number, ABSOPULSE'S identity or warranty labels have been removed or altered, or if the product has been dismantled by purchaser without the supervision of or prior written approval from ABSOPULSE.

ABSOPULSE is not liable for any indirect or consequential damages through the use or misuse of its products by the buyer or any other party. This warranty shall not extend beyond the value of the product.

November 19, 2009