

## LIMITED WARRANTY AND REMEDIES

**1. LIMITED WARRANTY AND REMEDIES.** MultiDyne Inc. warrants to the original purchaser the products hereunder to be free from defects in material and workmanship upon delivery. If such products are not as warranted and Buyer notifies MultiDyne Inc. during the warranty period applicable to the products sold hereunder, MultiDyne Inc. will, at its option, repair, replace or refund the purchase price of any products that prove defective within the warranty period. The warranty period shall be three (3) years on most products, except as noted in section 3 below, from the date of shipment of the product or such different period specified on the MultiDyne Inc. quotation or sales order applicable to such product. REPAIR OR REPLACEMENT OF THESE PRODUCTS OR REFUND OF THE PURCHASE PRICE AS PROVIDED UNDER THIS WARRANTY, IS THE BUYER'S EXCLUSIVE REMEDY. This exclusive remedy will not be deemed to have failed of its essential purpose as long as MultiDyne Inc. is willing and able to repair or replace any defective product, or refund the purchase price, in the prescribed manner. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, INFRINGEMENT AND FITNESS FOR A PARTICULAR USE. MultiDyne Inc. makes no other warranties of any kind and any repair or attempt to repair goods by anyone other than an authorized representative of MultiDyne Inc. automatically voids any warranty on those goods. Warranty is also void if goods are misused or abused. Any oral or written statement concerning goods inconsistent with the warranty contained herein shall be of no force or effect.

**2. LIMITATIONS ON WARRANTY.** Products that are purchased from other equipment manufacturers and sold by MultiDyne Inc. as part of a system will bear only the original manufacturer's warranty. The above warranty shall not apply to fuses, lamps, or other items that are expendable by nature, unless otherwise provided. Unless otherwise agreed in writing by an authorized representative of MultiDyne Inc. MultiDyne Inc.'s headquarters in Kings Park, New York, the products sold hereunder are not intended for use in connection with any nuclear facility or activity. If so used, in the event any damage, injury or contamination occurs, MultiDyne Inc. disclaims any responsibility of every kind and the user of the products shall indemnify MultiDyne Inc. and hold MultiDyne Inc. harmless from any and all liability for any such damage or contamination whatsoever arising out of any such use, including liability in tort or strict liability. Under no circumstances shall MultiDyne Inc. be liable for any indirect, consequential, collateral, special or incidental damages (including, without limitation, loss of profits or goodwill) whether such claim is based on contract, negligence, strict tort, warranty or any other basis. Goods may be returned only with prior written approval from MultiDyne Inc. Any goods returned will be returned at Buyer's expense and no allowance for, nor replacement of, defective goods covered by warranty will be made unless the alleged defects are established to the satisfaction of MultiDyne Inc. after it tests and inspects the product. If any such defect is so established, MultiDyne Inc. will either replace or repair the product involved or, with prior written consent, refund the purchase price to Buyer. MultiDyne Inc.'s sole liability shall, in no event, exceed the purchase price of the particular goods with respect to which a claim is made.

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**3.** The following products are warranted for one (1) year – SilverBullets, FMX series, CTV-2000 series products, SatLink Mini products, SMPTE hybrid cabling, tactical fiber assemblies and patch cables, SFPs, power supplies, SilverBack accessory cables.