

Limited Warranty

1. Limited Warranty Subject to the provisions of this Section 1, Optoplex warrants to Buyer that Products delivered pursuant to this Agreement shall be free from defects in material and workmanship and substantially perform to Optoplex's applicable published specifications for a period of **one (1) year** from the date of delivery to Buyer ("Warranty Period"). Such Warranty Period cannot be changed, altered, amended or extended without a formal written amendment signed by both party's authorized executives. Notwithstanding the foregoing, Optoplex makes no warranty for Product defects or non-conformities that in Optoplex's reasonable opinion arise, in whole or in part, from: (i) use of any Product in an application for which it was not intended; (ii) misuse, abuse, improper handling, neglect, unusual physical, optical or electrical stress, improper installation, repair, testing, or any other cause beyond normal usage; (iii) the combination of any Product with any product not furnished or prescribed by Optoplex; (iv) any modification of any Product by a party other than Optoplex; (v) accident, fire or other hazard; or (vi) designs, specifications or other information or materials furnished to Optoplex by Buyer.

1. 有限保修 依据本条款的有关规定，Optoplex保证交付给买方的产品在材料和工艺上无缺陷，满足Optoplex公布的产品规格。自买方收到货日期起，Optoplex提供给买方为期一年的保修（“保修期”）。没有双方授权的管理人员签订的书面修订，此保修期不可变动、更改、修订或延展。尽管有上述规定，Optoplex不保修由以下原因出现的产品缺陷或性能不符：（i）不当使用；（ii）误用，滥用，处理不当，疏忽，非正常的物理、光学或电气应力，不正确的安装、维修、测试或其它任何非正常使用条件下导致的损坏；（iii）与任何非Optoplex提供、规定的产品的混用；（iv）未经Optoplex许可对产品进行改装；（v）意外事故、火灾或其他灾害等；或（vi）Optoplex根据买方的要，按照买方提供的设计、规格、其它信息或材料等生产出的产品所导致的不能使用。

2. Limited Remedy Optoplex's sole liability and Buyer's exclusive remedy shall be limited to, at Optoplex's sole option, (i) repair or replacement of, or (ii) credit or refund for, within the applicable Warranty Period of any non-conforming Product of which Optoplex is properly notified pursuant to the provisions of this Section 2. Buyer shall give Optoplex prompt written notice of any alleged non-conformance with the limited warranty under Section 8 and shall provide Optoplex with all the necessary information and materials for Optoplex to diagnose and correct the problem. In order to return a Product that fails to conform to the limited warranty set forth in Section 1, Buyer shall (i) notify Optoplex in writing that such Product failed to conform with the warranty set forth in Section 1 and furnish a detailed explanation of any alleged nonconformity; (ii) obtain a Return Material Authorization ("RMA") number for the nonconforming Product from Optoplex; and (iii) within thirty (30) days of receipt of the RMA number, return such Product to Optoplex, freight pre-paid, with the RMA number prominently enclosed inside the package AND clearly printed on the outside label, F.O.B. Optoplex's manufacturing facility at 48500 Kato Road, Fremont, California 94538, U.S.A., or such other location as Optoplex may designate in writing, in each case during the Warranty Period. Optoplex agrees to reimburse Buyer for reasonable freight costs incurred in the return of a Product if Optoplex determines that the returned Product is defective and properly rejected by Buyer. Repair or replacement of a Product shall not extend the original Warranty Period for such Product. The remedies in this Section 2 are the sole and exclusive remedies for breach of the limited warranties under this Agreement. Optoplex neither assumes, nor authorizes any other person to assume for it, any other obligations or liabilities in connection with the sale of any product.

2. 有限赔偿 Optoplex的唯一责任以及买方的唯一补救为，在Optoplex收到通知的情况下，对于在保质期内不符合标准的产品，根据本条款，仅限于Optoplex所有的选择为（i）维修或更换；或（ii）退信用额或退款。根据保修期章节八的条款规定，买方应及时给Optoplex提供不合格产品的书面通

知以及用来做诊断和解决问题所需的信息和材料。如需退回在保修期内的不合格产品，买方需要（i）书面通知Optoplex并提供详细的不合格产品的解释；（ii）从Optoplex获取不合格产品的退回材料授权（“RMA”）号码；（iii）在收到RMA号码的三十（30）日内，把产品退回给Optoplex并预付运费。RMA号码须显示在箱内明显位置，并清晰地印在外箱包装标签上。贸易方式是FOB。退货地址是Optoplex的生产工厂，48500 Kato Road, Fremont, California 94538, USA，或由Optoplex书面指定的其它退货地点。以上任何一种情况都是在保修期内执行。Optoplex同意偿还买方在退货中产生的合理运输费用。偿还运费的条件是Optoplex确定退回产品为有缺陷的不合格产品并且买方有合理的理由拒收此产品。维修或更换产品不得延长此产品的原始保修期。章节二的补救措施是对于违反本协议下有限保修的唯一补偿。Optoplex既不承担，也不授权任何其他人承担，与销售的任何产品有关的其他义务或责任。

3. **Disclaimer of Warranties** Except as expressly set forth in Section 1, Optoplex specifically disclaims any and all other warranties and conditions, whether written or oral, express or implied, with respect to the products, including, without limitation, any implied warranties and conditions of merchantability, infringement or fitness for a particular purpose.
3. **免责条款** 除了章节一中的明确规定外，Optoplex明确否认所有其他任何形式的（不论是书面还是口头，明示还是默示）关于产品的保证和条件。包括但不限于对适销性、侵权性或适用于特定用途的默示保证。

For detail of Optoplex Standard Terms and Conditions of Sale, please refer to <http://www.optoplex.com/download/Sales%20Terms%20Conditions.pdf>