

CERTIFICATE OF LIMITED WARRANTY AND RETURN POLICY

One Year Limited Warranty

MTI-Milliren Technologies, Inc. (MTI) warrants its products against defects in materials, workmanship and performance for a period of one year from the original purchaser's date of invoice. During the Limited Warranty period, MTI-Milliren Technologies, Inc. will, at its option, either repair or replace products, at no cost, that prove to be defective as a result of defect in materials or workmanship. If requested, a failure analysis report (FAR) will be provided.

To maintain this Limited Warranty, the product must be serviced by MTI at its factory to the extent service may be required. By purchasing the warranted product the purchaser agrees to the terms of this Limited Warranty and that under no circumstances will MTI be liable to the purchaser or any third party for any damages (consequential or otherwise) including but not limited to, property damage, bodily injury, death, disease, pain and suffering, loss of profits, and/or loss of goodwill, resulting from any breach of this Limited Warranty except to repair or replace a defective product.

Exclusions

The Limited Warranty on products manufactured by MTI shall only be available to the original purchaser of the product and shall not under any circumstances apply to defects resulting from any of the following:

- Improper storage, handling, installation or operation of static sensitive product resulting in damage to the product.
- Improper storage, handling, installation or operation of the product resulting in physical damage to the product.
- Misuse of the product based upon the product's specifications (including but not limited to use of supply voltages outside the specified range, exceeding the specified operating or storage temperature range and application of improper electrical loads to the product outputs).
- In any way breaking or disturbing the product's seal or opening the product for any purpose whatsoever.
- Unauthorized modification to or service upon the product.
- Improper or inadequate maintenance of the product.
- Use of the product in any way other than described within MTI's product literature.

Warranty Limitations

The Limited Warranty set forth above is exclusive and no other warranty whether written or oral, is expressed or implied. MTI specifically disclaims the implied warranties of merchantability and fitness for a particular purpose or use.

Out-of-Warranty and Non-Defective Products

All products, whether defective or otherwise, returned beyond the one year warranty period and all non-defective products returned within the warranty period will be subject to a minimum evaluation, repair and/or test time, in addition to the cost of any materials utilized, at the following labor rates:

- Quartz crystal oscillators \$80.00 per hour, three hours minimum (\$240.00).
- Timing modules \$120.00 per hour, three hours minimum (\$360.00).
- Frequency synthesizers \$120.00 per hour, five hours minimum (\$600.00).
- All other products \$120.00 per hour, five hours minimum (\$600.00).

The cost of evaluation, repair and/or testing often exceeds the minimum amount. If requested, a FAR will be provided.

Return Policy

A return merchandise authorization (RMA) number must be obtained prior to returning any product to MTI. A RMA number may be requested by sending an email to <u>customerservice@mti-milliren.com</u>. The request must include all of the information listed below. Failure to provide the required information may result in delays in assigning an RMA number.

- Company name, contact name, telephone and fax numbers.
- Original purchase order or sales order number(s).
- Serial number(s), if applicable.
- Model number(s).
- Detailed description of failure for each item.
- Whether a failure analysis report is required.
- Purchase order number for evaluation, repair and/or test charges.

MTI will not accept any returned goods regardless of warranty status without a RMA number. All returned products must meet MTI's packaging requirements. All requests for updates to the RMA status must be sent to the above email address.