



HWS Series: Limited Lifetime Warranty

(Effective Jan. 2, 2008)

GENERAL: Orders are accepted by TDK-Lambda Americas Inc. (herein referred to as "TLA") subject to these terms and conditions. Purchaser's order is accepted only on the express understanding and condition that any terms or conditions of sale specified by Purchaser on a purchase order, purchase contract, order form or otherwise which are in conflict with, inconsistent with, or in addition to the terms and conditions of sales contained herein, shall not be binding upon TLA unless expressly accepted in writing by TLA. TLA's acceptance of Purchaser's order will create a complete and binding contract between Purchaser and TLA, on the terms set forth herein and in TLA's written form of acceptance which will supersede all prior communications. Such contract cannot be modified or cancelled without the express consent of both parties.

WARRANTY: TLA warrants that, for the Applicable Warranty Period, Products shall be free from defects in material and workmanship. As used herein, the Applicable Warranty Period shall be the period indicated for the relevant Product in the TLA catalog or data sheet which is current at the date of sale by TLA or an authorized distributor to the original end-user purchaser. The Applicable Warranty Period shall commence on the date of shipment to the end user. The sole obligation of TLA under this limited warranty shall be to repair or replace, at TLA's option, defective Products returned to TLA within the Applicable Warranty Period. Certain Products may be sold with a Limited Lifetime Warranty. Only Products that are expressly designated and sold by TLA as covered by the Limited Lifetime Warranty will be so covered. Such Products will have an extended warranty that is defined as the period ending five (5) years after TLA discontinues manufacturing the product (as determined by TLA), but the warranty period shall be at least ten (10) years from the date of sale by TLA or an authorized distributor to the original end-user. Excluded from this Limited Lifetime Warranty are fans, blowers or other air moving devices or assemblies forming part of the covered Products. The Limited Lifetime Warranty applies only to the original end-user purchaser and is not transferable. Neither TLA's standard warranty nor the Limited Lifetime Warranty shall apply to any Product that has been modified or misused, or repaired by Purchaser, other end-user, or by any third party. TLA shall, at its sole discretion, determine whether Products have so been modified, misused, or repaired. The warranties do not cover any damage caused by the Purchaser, other end user or any third party. The warranties do not cover upgrades to the current product revision level. Warranty repairs require notification to and authorization of TLA prior to returning Products. All returned goods must have a return material authorization (RMA) number marked on the cartons. This number should be marked on a minimum of 2 sides of the carton. All goods must be shipped to TLA prepaid. TLA shall pay freight costs for returning to Purchaser repaired or replaced Products determined by TLA to be within the provisions of the warranty. In all other cases, costs of repair or refurbishment and freight costs shall be billed to the Purchaser. **TDK-LAMBDA AMERICAS INC. (TLA) EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. TLA DISCLAIMS AND EXCLUDES ALL LIABILITY, INCLUDING FOR NEGLIGENCE OF TLA OR ITS EMPLOYEES, FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER TLA HAD NOTICE THEREOF.**