

WARRANTY

1. Hardware

- (a) Supplier warrants the hardware of its manufacture to be free from defective materials and faulty workmanship attributable to Supplier, for a period of _____ from the date of delivery of the hardware to Distributor or _____ from the date of acceptance of the hardware, whichever period shall first expire.
- (b) The warranty provided in paragraph (a) shall not apply to hardware normally consumed in operation or which has a normal life inherently shorter than the warranty period stated in paragraph (a) above. The warranty in any such instance shall be that ordinarily extended by Supplier for that hardware.
- (c) Hardware which is manufactured by third parties and resold by Supplier shall bear only the warranty, if any, and, if assignable, of the original manufacturer.
- (d) Upon written notice of any defect in the hardware of its manufacture being provided to Supplier within the warranty period, Supplier shall at its option and as Distributor's sole remedy replace or repair any hardware portion of the system that it determines to contain defective material or faulty workmanship, or authorize Distributor to repair or replace them on mutually agreed terms. Distributor shall, when necessary, dismantle and ship to Supplier the defective hardware portion of a system and reinstall the repaired or replaced hardware portion at no cost to Supplier. Supplier shall not be obliged, however, to repair or replace hardware portions of a system which have been abused; used in unauthorized applications; improperly stored, installed or maintained by or for Distributor; or which have been altered or used in conjunction with third party material which is defective or of poor quality. The warranty period applicable to any repaired or replaced hardware shall be _____ from the date of Supplier's shipment of the hardware to Distributor or the balance of the original warranty period, whichever is longer.

THIS IS A 1-PAGE FORM. THE FOREGOING IS A SAMPLE.