

# WARRANTY

## 1. WARRANTY TERMS

M C L warrants to the original Buyer that each of the Products, when shipped, will be free from defects in material and workmanship, and will perform in accordance with applicable specifications, from the date of original shipment for the period specified in Section 2 of this warranty. M C L's obligation is limited to, at its option, repairing or replacing Products (except tubes) that prove to be defective in material and/or workmanship, and/or do not perform in accordance with applicable specifications (in each case as determined by M C L), and are returned to M C L during the warranty period. Tubes are covered by the respective manufacturer's warranty which applies from the date of shipment of the Product from M C L. Products returned by the Buyer based on warranty claims must be sent to M C L, at 501 South Woodcreek Road, Bolingbrook, Illinois 60440 (or to such other address as to which M C L shall have given notice to the Buyer), in accordance with M C L's return procedures set forth in Section 8 of this warranty.

Although M C L may review specifications for the Products submitted by the Buyer or identified in the Buyer's order, responsibility for the correctness and feasibility of such specifications for the intended application of the Products is the responsibility of the Buyer. The Buyer further agrees that M C L shall not be liable under any warranty applicable to the Products or for any defect or nonconformity in the Products if the Buyer's specifications are faulty or improper. Notwithstanding anything herein to the contrary, in the event any Product returned to M C L is determined by M C L to meet the applicable specifications or to be not defective or otherwise not covered by this warranty, then the Buyer will be responsible for the payment of all costs of inspection, testing, evaluation, repair and shipment. Products sold by M C L shall not be considered defective or non-conforming to the Buyer's order if they (a) satisfactorily fulfill the performance requirements that were (i) provided by the Buyer to M C L or (ii) as published in M C L's product specification literature, or (b) are in accordance with any written or verbal agreement between the Buyer and M C L, or (c) are in accordance with samples approved by the Buyer. M C L makes no warranty whatsoever in respect to accessories or parts not supplied by it.

**THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORALLY OR IN WRITING, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

## 2. WARRANTY COVERAGE

The applicable warranty period shall commence on the date of shipment from M C L to the Buyer and extend for the period shown below following the date of shipment. Upon beginning of the applicable warranty period, all Buyer's remedies shall be governed by the terms stated or referenced in this warranty document. In-warranty repaired or replacement products or parts are warranted only for the remaining unexpired portion of the original warranty period and the repair or replacement of Products under warranty does not extend the original warranty period. Warranty returns must first be authorized in writing by M C L pursuant to M C L's return procedures set forth in Section 8 of this warranty. M C L reserves the right to make changes in any of its products without incurring any

obligation to make the same changes on previously delivered products.

**TYPE OF PRODUCT**

**TERM OF WARRANTY**

LOW AND MEDIUM POWER TRAVELING WAVE TUBE CATALOG INDOOR RACK MOUNT AMPLIFIERS, WITH RF OUTPUT OF LESS THAN 1000 WATTS, INCLUDING REDUNDANT SYSTEMS (“LOW & MEDIUM POWER INDOOR AMPLIFIERS”)	36 MONTHS
LOW AND MEDIUM POWER TRAVELING WAVE TUBE CATALOG OUTDOOR HUB MOUNT AMPLIFIERS, WITH RF OUTPUT OF LESS THAN 1000 WATTS, INCLUDING REDUNDANT SYSTEMS	24 MONTHS
HIGH POWER TRAVELING WAVE TUBE CATALOG AMPLIFIERS, WITH RF OUTPUT OF GREATER THAN 1000 WATTS, INCLUDING REDUNDANT SYSTEMS	24 MONTHS
KLYSTRON CATALOG AMPLIFIERS, INCLUDING REDUNDANT SYSTEMS	24 MONTHS

[For purposes of this warranty, a “CATALOG” item shall only include items specifically listed in M C L’s product catalog on the date of shipment of such item from M C L to the Buyer, and shall not include any special order items.]

[Notwithstanding anything else stated herein, traveling wave tubes incorporated into LOW & MEDIUM POWER INDOOR AMPLIFIERS are covered under this warranty for the same period as the particular amplifier within which such traveling wave tubes are incorporated; provided however that such warranty (i) only covers traveling wave tubes that are not otherwise covered by the respective tube manufacturer’s warranty and (ii) is subject to all of the limitations set forth in this warranty.]

**3. SHIPPING; ON-SITE WARRANTY REPAIRS**

As a condition to the warranties provided for herein, the Buyer shall prepay the shipping charges for all Products returned to M C L for repair and shall be responsible for all insurance, packing, crating, handling and other transportation costs in connection therewith. Unless otherwise agreed to in writing by M C L, when any Product is returned to M C L for repair, the Buyer shall be responsible for all damages resulting from improper packing, crating or handling, and for any loss in transit, notwithstanding any defect or nonconformity in the Product. M C L will pay the return shipping charges to the Buyer with respect to Products that prove to be defective in material and/or workmanship, and/or do not perform in accordance with applicable specifications (in each case as determined by M C L), except that the Buyer shall be responsible for return shipping charges with respect to [(i) rack mountable hardware returned from outside the United States or (ii) any Product returned in a non-wooden crate from outside the United States.]

If, in M C L's sole judgment, a repair or replacement requires on-site evaluation or service by M C L's representatives, the costs of travel, lodging and meals of M C L's representatives shall be at the Buyer's expense.

#### 4. WARRANTY LIMITATIONS

Any loss, damage, and/or malfunction relating in any way to shipping, storage, or accident will not be covered under this warranty.

**ABUSE, ALTERATION, MISUSE, NEGLIGENCE, FAILURE TO USE PRODUCTS UNDER NORMAL OPERATING CONDITIONS OR WITHIN RESPECTIVE SPECIFIED RATINGS, FAILURE TO USE PRODUCTS ACCORDING TO ANY OPERATING INSTRUCTIONS PROVIDED BY M C L, LACK OF ROUTINE CARE AND MAINTENANCE AS INDICATED IN ANY OPERATION OR MAINTENANCE INSTRUCTIONS, FAILURE TO USE OR TAKE ANY PROPER PRECAUTIONS UNDER THE CIRCUMSTANCES, AND ANY REPAIR, DISASSEMBLY, ALTERATION, MODIFICATION OR REPLACEMENT OR ATTEMPT TO DO THE SAME BY ANY PERSON OTHER THAN AN AUTHORIZED REPRESENTATIVE OF M C L, WITHOUT THE PRIOR WRITTEN AUTHORIZATION BY M C L, VOIDS THIS WARRANTY IN ITS ENTIRETY AND M C L SHALL HAVE NO FURTHER OBLIGATIONS TO THE BUYER UNDER ANY WARRANTY OF ANY KIND WHATSOEVER.**

Tubes are only covered by the respective tube manufacturer's warranty and are not in any way covered under this warranty. M C L reasonably will assist Buyer in processing its claim against the tube manufacturer's warranty during the term of this warranty.

M C L shall not be required to make any repair or replacement or to perform any other obligation at any time during which any payment to M C L is past due (thirty (30) days from date of invoice unless otherwise specified on M C L's invoice) on Products needing warranty service.

#### 5. LIMITATION ON LIABILITY

**M C L'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY M C L FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF THE CLAIM OR DISPUTE. IN NO EVENT SHALL M C L BE LIABLE, WHETHER IN CONTRACT, IN TORT, UNDER WARRANTY, IN NEGLIGENCE OR OTHERWISE, FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND WHATSOEVER, HOWSOEVER CAUSED. M C L IS NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR OTHER DAMAGE TO ANY PERIPHERAL EQUIPMENT RESULTING FROM THE USE OF M C L EQUIPMENT. THE MISUSE OR MISAPPLICATION OF M C L EQUIPMENT IS NOT COVERED UNDER WARRANTY. THE PRICE STATED FOR THE PRODUCTS IS BASED UPON AND IN CONSIDERATION FOR LIMITING M C L'S LIABILITY AS HEREIN PROVIDED.**

6. **WARRANTY CLAIMS**

The Buyer shall inform M C L's Customer Service Department immediately upon any failure occurrence or if the Buyer discovers any defect during the warranty period. M C L reserves the right to reject any warranty claim not promptly reported.

7. **REPLACEMENT PARTS**

At M C L's option, it may furnish warranty replacement parts to the Buyer before the defective part is returned to and received by M C L. If M C L furnishes such parts in advance, the Buyer understands and agrees that it will return the replaced defective parts to M C L within thirty (30) days after M C L's advance shipment. In the event the defective parts are not returned and received by M C L within this thirty (30) day period, the advance replacement parts shall be deemed not furnished under warranty and Buyer agrees to pay M C L's invoice for all such advance shipment replacement parts at the current selling price.

8. **RETURN PROCEDURE**

Before any Product is returned for repair, a return material authorization number must be issued by an M C L Customer Service Representative. The Model Number and Serial Number of the Product, together with a full description of the failure, must be given to the Representative.

9. **NON-WARRANTY REPAIR SERVICES**

[In the event a Product returned to M C L (pursuant to Section 8 of this warranty ) is determined by M C L, in its sole discretion, not to be covered by this warranty (a "Non-Warranty Product"), then M C L shall provide the Buyer with an estimate for the repair of the Non-Warranty Product. In the event a Non-Warranty Product is repaired by M C L, M C L warrants to the Buyer that the repaired parts of the Non-Warranty Product, when shipped, will be free from defects in material and workmanship, and will perform in accordance with applicable specifications, for a period of ninety (90) days from the date of return shipment to the Buyer; provided however that such ninety (90) day warranty is limited to the repaired parts of the Non-Warranty Product and is subject to all other limitations set forth in this warranty.]

10. **NONASSIGNABILITY**

The limited warranties set forth herein are made only to the Buyer and may not be transferred or assigned to any other person without M C L's express written consent.

11. **GOVERNING LAW; ARBITRATION**

All matters regarding this warranty shall be interpreted in accordance with the laws of the State of Illinois, excluding choice of law provisions thereof, and any controversy that cannot be settled

directly shall be settled by arbitration in Chicago, Illinois in accordance with the rules then prevailing of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof with no right of appeal therefrom.

12. As required by Article 10(3) and Article 11(2) of Directive 2002/96/EC (WEEE Directive) of the European Parliament and the Council of the European Union, and in accordance with European Standard EN 50419, MITEQ Inc. labels its products with the following symbol:

This symbol indicates that the product cannot be thrown into the trash, and must be collected and treated in accordance with Directive 2002/96/EC and local regulations.

