

WARRANTY STATEMENT

Toronto MicroElectronics Inc. (TME) warrants that all products manufactured by it shall be free from defects in material and workmanship under normal use for a period of two years from date of shipment from TME. If any products covered by this warranty shall be returned to TME, transportation charges prepaid, within the warranty period and upon examination TME determines to its satisfaction that such product is defective in material or workmanship and such defect was not caused by accident, misuse, improper installation, improper adjustment, improper repair or improper testing, TME shall at its option repair or replace the product, shipment to buyer prepaid. TME shall have a reasonable time to make such repairs or replace such equipment. All repair boards are to be serviced at TME facilities, and general turnaround for warranty repairs is 2-3 weeks.

All return shipments by the buyer to TME shall be preceded by the buyer's obtaining a Return Material Authorization (RMA) number from TME. The RMA number must appear on the package(s) and all documentation relating to the shipment. The Buyer is responsible for packaging the returned material in an appropriate container in order to protect against ESD and shipping damages.

TME does not warrant merchantability nor fitness for any purpose, and shall not be liable for consequential damages of any kind, however incurred.

This limited warranty applies only to the original purchaser of the product, and is not transferable.

The foregoing warranties are in lieu of all other representations, warranties and covenants, oral and written, express or implied, with respect to the products and any defects therein of any nature whatever, including, without limitation, warranties of merchantability and fitness for a particular purpose.