



Development Kit Warranty and Disclaimer

1. Limited Product Warranty.

Device Solutions warrants that Products manufactured hereunder will be free from Defects in manufacturing workmanship for a period of One Year from the date of delivery of the Products to the Buyer. This warranty shall not apply to any Products Device Solutions determines have been, by Buyer or otherwise, subjected to testing for other than specified electrical characteristics or to operating and/or environmental conditions in excess of the maximum values established in applicable specifications, or have been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, electrostatic discharge, assembly or processing that alters physical or electrical properties. This warranty applies to fully released development kits only, and excludes prototypes and pre-production units.

Buyer shall promptly notify Device Solutions in writing of any malfunction in the Products, which notification shall describe the malfunction in sufficient detail to permit Device Solutions to isolate the malfunction. Upon notification from Buyer, Device Solutions will provide Buyer with instructions on returning the Product under a warranty RMA. Upon receipt of any Products returned by Buyer, Device Solutions shall test the Products in accordance with the contracted level of testing as set forth in the manufacturing process in order to isolate any malfunctions in the Product. If Device Solutions determines that the malfunction is not due to nonconformity in the manufacturing workmanship, then Device Solutions will seek instructions from the Buyer regarding whether Device Solutions should return the Product to Buyer or dispose of it and the customer will be charged a service charge. If Device Solutions is unable to isolate any malfunctions in the Product using the contracted level of testing, then Buyer is solely responsible for isolation of the malfunction and Device Solutions will seek instructions from the Buyer regarding whether Buyer will authorize additional testing paid by the buyer on the returned Product or whether Device Solutions should return the Product to Buyer or dispose of it.

If any returned Product contains malfunctions due to nonconformity in manufacturing workmanship, then Buyer's exclusive remedy and Device Solutions' sole liability under this warranty will be for Device Solutions, at its sole option and expense, to correct or replace the defective Product.

2. Product Use

Buyer shall be responsible for determining that the Product is suitable for Buyer's use and that such use complies with any applicable local, state, or federal law. Device Solutions' Products are intended to be incorporated into the Buyer's product. As such, Device Solutions' Products may not be complete in terms of required design and/or manufacturing related to protective considerations, including product safety measures and system level integration testing typically found in the end-product incorporating Device Solutions' Product. Buyer assumes all responsibility and liability for proper and safe handling of Device Solutions' Products.

DISCLAIMER

THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TERMS AS TO QUALITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, WHETHER IMPLIED BY CUSTOM OR LAW. Without limiting the foregoing disclaimer, Buyer understands, acknowledges and agrees that Device Solutions does not warrant any parts, components or other materials used in the manufacture of the Products. This warranty does not apply to any software including firmware, operating system, HDL in programmable devices, and application code supplied by Device Solutions or Buyer.