

SMT

SURFACE MOUNT TECHNOLOGY
CORPORATION

14.0 PRODUCT WARRANTIES

SMT warrants to Buyer that each product shall comply with the specifications and drawings provided by Buyer at the time of the execution of the purchase order and be free from defects in workmanship for 12 months from the product ship date. SMT shall also pass on to Buyer, as permitted, any component manufacturer's warranties as the sole warranty as to such components. The product warranty shall not apply to product that is abused, damaged, altered or misused, or product damaged by external causes not directly contributed to by SMT.

Products shall be considered free from defects in workmanship and to be in compliance with the Buyer's specifications and drawings if they are manufactured in accordance with SMT's manufacturing workmanship standards and successfully complete product acceptance tests to which Buyer and SMT have agreed in advance and performed by SMT at its facilities. Buyer may perform additional acceptance testing, which measures a different array of performance criteria, but the parties agree that the documented Buyer's product acceptance tests will be the measurement standard to determine if the product meets specifications at the time of testing. Product acceptance tests can be reviewed and revised upon mutual agreement.

THE PRODUCT WARRANTY IS THE ONLY WARRANTY GIVEN BY SMT. SMT MAKES, AND BUYER RECEIVES, NO OTHER WARRANTY EITHER EXPRESSED OR IMPLIED. ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL IMPLIED WARRANTIES OF TITLE FOR ANY CONSIGNED OR BUYER SUPPLIED MATERIALS, ARE EXPRESSLY DISCLAIMED AND EXCLUDED HEREFROM.

SMT MAKES NO WARRANTY THAT THE PRODUCTS WILL (i) MEET ANY SPECIFICATION NOT MADE KNOWN TO AND AGREED TO BY SMT, OR (ii) RECEIVE THE APPROVAL OF OR BE CERTIFIED BY UNDERWRITERS LABORATORY, ANY FEDERAL, STATE, LOCAL OR FOREIGN GOVERNMENT AGENCY (INCLUDING WITHOUT LIMITATION THE FEDERAL COMMUNICATIONS COMMISSION) OR ANY OTHER PERSON OR ENTITY ("REGULATORY STANDARDS"). SMT ASSUMES NO RESPONSIBILITY FOR OBTAINING SUCH APPROVALS OR CERTIFICATIONS, OR MEETING SUCH SPECIFICATIONS. NOTWITHSTANDING THE FOREGOING, HOWEVER, SMT WARRANTS THAT ITS MANUFACTURING PROCESS WILL NOT ALTER REGULATORY STANDARDS IF BUYER HAS QUALIFIED THE PRODUCTS FOR SUCH STANDARDS.

ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY SMT NO LATER THAN THIRTY (30) DAYS AFTER THE EXPIRATION OF THE WARRANTY PERIOD FOR THE PRODUCT.

15.0 REMEDIES

Buyer's exclusive remedy for any breach of the product warranty shall be, at SMT's option, repair or replacement by SMT at the facility of original manufacture, or return of the purchase price of each defective product unit which is returned to SMT's factory within the warranty period, and which upon examination SMT determines in its sole discretion to be defective in workmanship. SMT will repair Products which are outside the warranty period or otherwise excluded from warranty coverage, on mutually agreed prices and terms and conditions.

16.0 LIMITATION OF LIABILITY

SMT's warranty obligations will cease only upon the earlier of the expiration of the warranty period or as of the date on which Buyer has removed its test equipment from SMT's premises such that SMT no longer has the test capability to perform the warranty obligation.

Buyer warrants to SMT that any documentation or other data that it provides SMT to manufacture the products is accurate and complete, unless Buyer informs SMT otherwise.