

Strontium Distribution Pte Ltd

178 Paya Lebar Road, #06-01
Singapore 409030



Tel: +65 68487976 Fax: +65 68415294

CR Number: 71493020000D

GST Number: 20-0201493-G

Warranty Policy and Limitation of Liability

1. **ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS.** Inspection and acceptance of the Products shall be Buyer's responsibility. Buyer is deemed to have accepted the Products unless written notice of rejection is received by Seller within SEVEN (7) days after delivery of the Products. Buyer waives any right to revoke acceptance thereafter. Buyer shall report any discrepancy in shipment quantity or damage within SEVEN (7) days after delivery. No return of Products shall be accepted by Seller without a Return Material Authorization ("RMA") Number, which may be issued by Seller in its sole discretion. All Products for return shall be returned freight prepaid in the manner specified in the RMA. If returned Products are claimed to be defective, a complete description of the nature of the defect must be included with the returned Products.
 - a. the exact number of specific parts authorized by the RMA should be returned
 - b. modules are free of all other stickers besides the original label, residues, and markings
 - c. date codes are with in warranty period of the RMA request date
 - d. a copy of the proforma invoice/commercial invoice (international shipments only) must be faxed to Seller along with the waybill number and courier when the order is shipped.
 - e. Proper care, packing and procedures should be followed to avoid ESD damage; it applies to all personnel and customers involved in handling, buying, shipping, receiving and storage of Printed Circuit Boards (PCBs), Integrated Circuits (ICs), and other ESD sensitive products. 'Burnt' components are not covered under manufacturer warranty as ESD damage is presumed.
 - f. Physically mishandled modules will not be accepted for replacement. Mishandling includes
 - i. Willful damage or damage due to neglect or ignorance.
Product mishandling symptoms include:
 - i) broken or chipped PCB
 - ii) aberration or corrosion on module gold connector pins
 - iii) residual foreign matter like bits of cellophane tape, silicon cement, glue, permanent marker ink on module gold connector pins
 - iv) missing components – EEPROM or any of main memory IC

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- v) bent or impacted pin connector leads of EEPROM or any of main memory IC
- vi) cracked or burnt EEPROM or any of main memory IC
- ii. modifying or tampering with
 - i) the product
 - ii) product components
 - iii) product labels

Products not eligible for return shall be returned to Buyer, freight collect. Please refer to Exhibit 1 in Appendix A

2. **SELLER'S LIMITED WARRANTY.** Seller warrants to Buyer that upon delivery to Buyer the Products purchased hereunder shall conform to the applicable manufacturer's specifications for such Products and that any value-added work performed by Seller on such Products shall conform to applicable specifications relating to such work. Seller makes no other warranty, express or implied, with respect to the Products. **IN PARTICULAR, SELLER MAKES NO WARRANTY RESPECTING THE MERCHANTABILITY OF THE PRODUCTS OR THEIR SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR RESPECTING INFRINGEMENT.** With respect to Products which do not meet applicable manufacturer's specifications and with respect to value-added work by Seller which does not meet applicable specifications, Seller's liability provided the warranty period has not expired is limited, at Seller's election, to
- a. refund at prevailing market price for such Products (without interest), or
 - b. repair of such Products, or
 - c. replacement of such Products

provided, however, that such Products must be returned to Seller, along with acceptable evidence of purchase, within seven (7) days from date of issue of RMA number, transportation charges prepaid. In case Seller elects to repair the Product, cost of replacing faulty component would be charged to Buyer. Seller shall transfer to Buyer whatever transferable warranties and indemnities Seller receives from the manufacturer of the Products, including any transferable warranties and indemnities respecting patent infringement.

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3. PERIOD OF WARRANTY. Period of warranty is limited to 3 years from date of Seller's invoice or up to maximum period specified by manufacturer.

4. LIMITATION OF LIABILITIES. BUYER SHALL NOT IN ANY EVENT BE ENTITLED TO, AND SELLER SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION COSTS, REMOVAL AND/OR REINSTALLATION COSTS, REPROCUREMENT COSTS, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, PROMOTIONAL OR MANUFACTURING EXPENSES, OVERHEAD, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM SHALL NOT EXCEED BUYER'S PURCHASE PRICE FOR THE PRODUCT GIVING RISE TO SUCH CLAIM IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. SELLER SHALL NOT BE LIABLE FOR AND BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY CLAIMS BASED ON SELLER'S COMPLIANCE WITH BUYER'S DESIGNS, SPECIFICATIONS OR INSTRUCTIONS, OR MODIFICATION OF ANY PRODUCTS BY PARTIES OTHER THAN SELLER, OR USE IN COMBINATION WITH OTHER PRODUCTS.

5. USE OF PRODUCTS IN LIFE SUPPORT, NUCLEAR AND CERTAIN OTHER APPLICATIONS. Products sold by Seller are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications in which the failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. If Buyer uses or sells the Products for use in any such applications: (1) Buyer acknowledges that such use or sale is at Buyer's sole risk; (2) Buyer agrees that Seller and the manufacturer of the Products are not liable, in whole or in part, for any claim or damage arising from such use; and (3) Buyer agrees to indemnify, defend and hold Seller and the manufacturer of the Products harmless from and against any and all claims, damages, losses, costs, expenses and liabilities arising out of or in connection with such use or sale.

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Appendix A

Exhibit 1

