



WARRANTY POLICY

Warranty Policy

HDL warrants for the duration of the warranty period (as defined below), that each item will exhibit a condition of material and workmanship that it will maintain the integrity and reliability of the item in the specified service environment and meet the form, fit, and functional requirements as they are explicitly specified in the contract with the end user (the prime contract) under which the delivery order is issued. Such requirements including standards which have not been cancelled apply as defined in the prime contract under which this delivery order is issued at the time of shipment. HDL warrants that it shall repair or replace, at its sole option, all items which fail to meet this condition during the warranty period which are returned to the HDL facility and HDL shall arrange and pay for return freight. The warranty shall not apply to items which have been subjected to customer abuse or misuse. The warranty shall be voided by unauthorized access to the item or evidence or product tampering which includes breaking and/or removing the product seal(s), disassembling any part of the item, and/or altering the item from its originally delivered condition.

HDL warrants that the item(s) delivered will be new as defined in FAR 52.211-5, and free of counterfeit materials.

Warranty Period

The warranty period shall begin on the shipping date plus fifteen (15) days transit time, and shall end twelve (12) months thereafter. The warranty entitlement shall enure to the benefit of both Buyer and Buyer's customers.

Warranty Marking / Reporting

Each warranted item shall be marked with a warranty tag, which shall identify the item as warranted and display the warranty expiration date.

Warranty Return Procedures

The procedure to return a unit under warranty for repair shall be as follows:

- A) Secure an RMA number from HDL.
- B) Properly pack and package the item and enclose all relevant observations/failure data as available.
- C) Mark the Shipping Container "RMA".
- D) Ship the Container freight prepaid to HDL Research, 406 W. Blue Bell Rd, Brenham, TX 77833

Warranty Exclusions

Except as to the limited warranty set forth in the Warranty Policy above, HDL grants no other warranties, expressed or implied by statute or otherwise. Furthermore, HDL expressly excludes any implied warranty of fitness for a particular purpose or merchantability. There are no warranties which extend beyond the description of the goods of the prime contract.

Limitation of Liability and Remedies

Notwithstanding any and all damages Buyer might incur for any reason whatsoever under the Warranty Program the entire liability of HDL and any of its suppliers under any provision of this warranty and Buyer's exclusive remedy for all of the foregoing shall be limited to the greater of the amount actually paid by Buyer for the individual item or US \$50.00. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

END OF DOCUMENT

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