

RF INDUSTRIES WARRANTY

(2004)

- a) RF Industries (RFI) warrants to the Buyer that during the applicable warranty period: (a) the products meet, in all material respects, the applicable specifications for such products in effect as of the acceptance date; and (b) the products are free from all material defects in materials and workmanship under normal use and service.
- b) RFI products have a warranty period of one (1) year. Some products may have a shorter warranty period. Product with a shorter warranty period than one year shall be specified on the particular product's specification sheet or product catalog. The warranty period begins on the F.O.B. date of shipment from RFI.
- c) RFI's sole obligations pursuant to this warranty, and the sole remedies of the Buyer and of any subsequent purchaser, shall be limited to the repair or replacement, in RFI's sole discretion, of any of the products that do not conform to this warranty during the applicable warranty period.
- d) This warranty shall be invalidated if the products (a) have not been installed, handled, or used in accordance with RFI's recommended procedures or used in the wrong application; (b) have been modified; (c) have been damaged through misuse, mishandling, negligence, or abuse of the Buyer or of any subsequent purchasers; (d) are damaged by Causes external to the products, including (without limitation) shipping damage, power failure, fire, or accident or Catastrophe of any nature; (e) have their warranty seals broken, damaged, or destroyed; or (f) have been subjected to repairs or attempted repairs by any person other than RFI.
- e) THE WARRANTY SET FORTH ABOVE IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.