



QuinStar warrants to you and your customers that on the date Products are delivered, they shall meet applicable specifications, be free from defects in material and manufacture and, to the extent not manufactured to your designs, be merchantable.

THIS WARRANTY SHALL APPLY ONLY TO DEFECTS THAT APPEAR WITHIN ONE YEAR FROM DATE THE PRODUCTS ARE DELIVERED. You must notify QuinStar of any such defects within 60 days after discovery of the defect, but in any event not more than 12 months after the date the Products are delivered.

New replacement Products, reconditioned replacement Products and repaired Products are warranted as new for the longer of the remainder of the original warranty period or 90 days from the date of shipment of the repaired or replaced Product.

This warranty does not cover defects caused by abuse, mishandling, accident, improper installation or application, the malfunction of another component or part of any device in which the Product is installed with which the Product interfaces, or extend to products which have been modified or repaired by anyone except QuinStar or its authorized service representative, or whose serial numbers or identification marks have been altered or removed.

QUINSTAR MAKES NO OTHER WARRANTIES OTHER THAN THOSE EXPRESSLY STATED HEREIN, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND IMPLIED WARRANTIES AGAINST PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT. IF APPLICABLE LAW DOES NOT PERMIT QUINSTAR TO DISCLAIM IMPLIED WARRANTIES, ANY WARRANTIES IMPLIED BY LAW ARE LIMITED TO THE TERM OF THE EXPRESS WARRANTY GIVEN HEREIN.

TO THE FULLEST EXTENT ALLOWED BY LAW, QUINSTAR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES HEREUNDER. QUINSTAR'S MAXIMUM AGGREGATE LIABILITY FOR ANY AND ALL OTHER DAMAGES FOR WHICH LIABILITY IS NOT DISCLAIMED OR OTHERWISE LIMITED, SHALL NOT EXCEED THE PRICE YOU HAVE PAID FOR THE PRODUCT WHICH IS SUBJECT TO THE DAMAGE CLAIM.

Your SOLE AND EXCLUSIVE REMEDY under this warranty is REPAIR OR REPLACEMENT at QuinStar's option and such repair or replacement shall satisfy QuinStar's warranty obligation to you, whether in contract, tort, negligence, strict liability or otherwise.

Prior to returning a Product for warranty adjustment, you shall request a return authorization number from QuinStar. The return authorization number shall be placed conspicuously on the outer package shipping label. Returned Products shall be accompanied by a written description of the reasons for the return, the circumstances under which the defect became apparent and the date the defect was discovered. Return Products to QuinStar's facility shipping charges prepaid. QuinStar shall reimburse you for shipping costs if the returned Products are found to be defective and such are covered by this warranty.

If a returned Product is found not to be defective, QuinStar shall ship the Product back to you and shall invoice you for the costs of testing and return shipment.

If a returned Product is found to contain a defect which is not covered by this warranty, QuinStar shall provide a written quotation showing the estimated cost of repair or the price of the replacement. In the event that you do not provide instructions as to disposition of the Product within 30 days from receipt of such estimate or quotation, QuinStar shall ship the Product back to you and shall invoice you for the costs of testing and return shipment.

If a returned Product is found to be defective and such defect is covered by this warranty, QuinStar shall at its option and at no charge to you, repair or replace the Product or offer you the choice of a refund or credit in the amount of the purchase price paid for the Product. Following such repair or replacement, QuinStar shall ship the Product back to you at QuinStar's expense.

At your request, QuinStar shall provide a written failure analysis and corrective action report with respect to each defect corrected under the terms of this warranty.