

M-SYSTEM WARRANTY

1. What is covered.

Subject to the limitations and exclusions specified below, M-System Co., Ltd. ("M-System") warrants that the M-System product shall be free from defects in materials and workmanship and shall conform to the specifications of the M-System product set forth in the M-System product catalogue that is current at the time of purchase for the Warranty Period of 36 months from the date of purchase.

THE ABOVE WARRANTY:

(1) IS NOT INTENDED TO LIMIT ANY STATUTORY WARRANTY THAT MAY APPLY UNDER THE RELEVANT LAWS OF THE JURISDICTION WHERE THE PRODUCT WAS PURCHASED, OR THE LAWS THAT GOVERN THE SALES CONTRACT;

(2) ONLY APPLIES TO THE ORIGINAL PURCHASER OF NEW M-SYSTEM PRODUCTS THAT ARE PURCHASED DIRECTLY FROM M-SYSTEM OR FROM M-SYSTEM'S AUTHORISED DISTRIBUTORS OR RESELLERS, FOR THE PURCHASER'S OWN USE AND NOT FOR RESALE; AND

(3) IS THE ONLY WARRANTY APPLICABLE TO THE M-SYSTEM PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

2. What is not covered.

This warranty does not cover any M-System product which, whether intentionally or unintentionally, has been: (1) modified, altered or subjected to abuse, misuse, negligence or accident; (2) improperly installed or installed in conjunction with any equipment for which it was not designed; or (3) damaged or destroyed by force majeure events such as fire, flood, lightning, earthquake, any other natural disaster, or other unavoidable occurrence, by environmental pollution, salt erosion, smoke damage, corrosive gas.

M-System shall not under any circumstances be liable for any special, incidental, consequential loss or damage or other damages, costs or expenses whether arising directly or indirectly from the purchaser's use of the product (including, but not limited to, loss of time, loss of profits, inconvenience or loss of use of any equipment).

3. Remedies.

If a defective product is returned to M-System in accordance with the procedures described below, M-System will, at its sole discretion and expense, either: (1) repair the defective product; (2) replace the defective product; or (3) refund the purchase price for the defective product paid by the purchaser. Except as otherwise provided by applicable law, these remedies constitute the purchaser's sole and exclusive remedies and M-System's sole and exclusive obligation under this warranty.

4. Warranty Procedure.

If the purchaser discovers a failure of the M-System product to conform to the terms of this warranty within the Warranty Period, the purchaser must promptly (and, in any event not more than 30 days after the discovery of such failure) notify the relevant party as described below either by telephone or in writing at the below address to obtain an Authorized Return (AR) number and return the defective product to the relevant party. The designated AR number should be marked on the outside of the return package and included in all correspondence related to the defective product. The purchaser shall return, at purchaser's expense, the alleged defective product only upon receiving an AR number. To avoid processing delays, the purchaser must include all of the following: (a) a copy of the original purchase order and sales invoice; (b) the purchaser's name, address and telephone number; (c) the model and serial numbers of the returned product; and (d) a detailed description of the alleged defect.

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