



STANDARD WARRANTY POLICY

KONTRON WARRANTS THAT THE PRODUCT(S) PURCHASED WILL CONFORM TO THE REQUIREMENTS OF THE PURCHASE ORDER (INCLUDING ALL APPLICABLE DESCRIPTIONS, SPECIFICATIONS AND DRAWINGS), WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AND WILL BE FREE FROM DEFECTS IN DESIGN AND FIT FOR THE INTENDED PURPOSES. KONTRON'S WARRANTY SHALL BE EFFECTIVE FOR (A) **STANDARD PRODUCTS** - WITHIN TWENTY-FOUR (24) MONTHS AFTER THE SHIPMENT DATE, (B) **COMPUTER RACK MOUNT SERVER PRODUCTS** - WITHIN THIRTY-SIX (36) MONTHS AFTER THE SHIPMENT DATE AND (C) **CUSTOM AND NON-STANDARD PRODUCTS** WILL BE NEGOTIATED ON A CASE BY CASE BASIS. THE WARRANTY SHALL BE ENFORCEABLE BY PURCHASER, PURCHASER CUSTOMERS AND ANY SUBSEQUENT OWNER OR OPERATOR OF THE PRODUCTS. ANY INSPECTION OR ACCEPTANCE OF THE PRODUCTS BY PURCHASER SHALL NOT BE DEEMED TO ALTER OR AFFECT THE OBLIGATIONS OF KONTRON OR THE RIGHTS OF PURCHASER AND ITS CUSTOMERS UNDER THE FORGOING WARRANTIES. PURCHASER APPROVAL OF DESIGNS FURNISHED BY KONTRON OR ANY APPROVAL OF KONTRON'S "FIRST ARTICLE" SHALL NOT RELIEVE KONTRON OF ITS OBLIGATIONS UNDER THIS WARRANTY. REPAIRED PRODUCTS SHALL BE WARRANTED FOR THE BALANCE OF THE ORIGINAL WARRANTY PERIOD.

Kontron's sole and exclusive obligation is to repair or replace with new or refurbished materials (equal or better specifications), at its option, any Products covered under this warranty, provided that Kontron receives written notice of the defect during the period of warranty. Notwithstanding the foregoing, in the unlikely case of Products Dead on Arrival returns, Kontron shall be obligated to repair or replace with new materials, any Products covered under this warranty. Kontron is under no obligation to rework material to current revisions at Kontron's expense unless Kontron is required to rework to current revisions because it does not have parts available to repair or replace the Product in conformance with its existing configuration Specification or if rework is required to meeting quality and performance standards of existing configuration Specifications. Purchaser or Purchaser's customer shall return any defective Product in accordance with Kontron's standard Returned Material Authorization (RMA) procedure, attached, shall be returned at no cost to Kontron, to any location to be designated by Kontron. Kontron shall pay one way return shipping costs only. Kontron makes no representations or other warranty of any other kind express or implied.

In no event shall Kontron be liable to Purchaser nor Purchaser to Kontron for any special, incidental or consequential damages for breach of any of its obligations under this Agreement, including but not limited to loss of profits or revenues; loss of anticipatory profits; loss of use of equipment; damage to equipment; cost of capital; cost of substitute products or equipment; facilities or services; downtime costs; or claims of Purchaser customers for such damages, caused by any defective equipment, whether such defect is warranted against or not.

Kontron is solely responsible for preparing and delivering a warranty for the Products to Purchaser's customers in every country wherever it sells the Products and for performance of all warranty services related thereto.

Notes:

1. NPF Returns: Products returned for warranty service which are found to be NPF (No Problem Found) will be charged a handling fee on return to the customer for: (1) Module: USD\$35.00 per unit, (2) Boards and Systems: USD\$75.00 per unit, Non-warranty and NPF returns are returned to Buyer or Buyer's Customer at the claiming party's cost.

Kontron Asia Pacific

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