



TOKYO ELECTRON DEVICE LIMITED

TOKYO ELECTRON DEVICE LTD.

Limited Warranty for Development Boards

This limited warranty applies solely to standard hardware development boards manufactured by Tokyo Electron Device (TED). Subject to the limitations herein, TED warrants that for ninety (90) days following delivery that each purchased board will be free from defects in material and workmanship and that for one (1) year following delivery will substantially conform to publicly available TED specifications. This limited warranty excludes:

- 1) engineering samples or beta versions of Development Boards (which are provided "AS-IS" without warranty)
- 2) design defects or errors known as "errata"
- 3) Development Boards procured through unauthorized third parties
- 4) Development Boards that have been subject to misuse, mishandling, accident, alteration, neglect, unauthorized repair, problems that arise from any use of the development boards with other technology not approved by TED, alternations or modifications not authorized by TED made by Customer or a third party, or the combination of the development boards with any third-party system, device, or components not provided or approved by TED. For any breach by TED of this limited warranty, the exclusive remedy of Customer and the sole liability of TED shall be, at the option of TED to replace or repair the affected products, or to refund to Customer the price of the affected products. The availability of replacement products is subject to product discontinuation policies at TED.

Customer may not return any product without first obtaining a customer return material authorization (RMA) number from TED. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE. TED DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.