

# AUSTRALIAN AUTHORISED DISTRIBUTOR

## WARRANTY POLICY EXTRACT

### 10. WARRANTY

- a) RIGOL warrants that each Product will function in all material respects as set forth in the specifications issued by RIGOL for that Product. If any Product does not fulfill these requirements and RIGOL is notified in writing of such failure within three years of delivery of the Product by RIGOL, RIGOL will replace that Product at no charge or will service and repair the Product, at RIGOL's option. To obtain service or replacement, written notice must be delivered to RIGOL specifying how a Product has failed to satisfy applicable specifications within three years of delivery of the Product by RIGOL. This warranty will be deemed satisfied with respect to all Products which are not set forth on such a notice. The remedies described herein are exclusive of any other remedies which Distributor or its Customers might otherwise claim. RIGOL SHALL NOT BE LIABLE FOR LOSS OF DATA, LOSS OF PROFITS, LOST SAVINGS, SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR OTHER LEGAL THEORY EVEN IF RIGOL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PRODUCT IS DELIVERED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b) RIGOL will provide copies of its Specifications for each Product together with its limited warranty statement to Distributor upon Delivery of Products. Distributor must make copies of such statements available to Customers prior to sale.
- c) RIGOL reserves the right to change the Specifications for each Product. Such changes will affect only new orders.
- d) Distributor may provide more extensive warranties to Customers for certain Products only to the extent it receives RIGOL's prior approval and provided further that Distributor indemnifies RIGOL against damages, liability or claims arising from Distributor's breach of such warranties or associated warranty service.
- e) Each Product must be shipped to RIGOL warranty service.
- f) Customers must provide proof of purchase to be eligible for RIGOL warranty service.