

		<b>TITLE</b> Warranty Form		<b>DOC NO.</b>	VAR-F-1260
				<b>DEVICE TYPE</b>	
				<b>WRITER</b>	R. W. Black
		Code Ident. No.: 88236		<b>DATE</b>	November 2010
<b>REV</b>	<b>LOCATION</b>	<b>ECO/DCO No.</b>	<b>DESCRIPTION</b>	<b>DATE</b>	<b>APPROVAL</b>
A	-----	DCO 5815	Generate new form to bring Marketing forms under control per DCO.	11/9/10	R. W. B. R. W. Black
B	All	DCO 5927	Remove proprietary statement from document per DCO.	11/23/10	R. W. B. R. W. Black
C	-----	DCO 8952	Correct typo in zip code per DCO. Reference IS Request #2012-11-14T10:30:31	11/27/12	T. S. T. Smith
C	All	N/A	Update CPI to CPI EDB	2/24/25	Stds. & Docs.

"THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION OF CPI ELECTRON DEVICE BUSINESS. EXCEPT AS AUTHORIZED BY CPI EDB IN A SEPARATE WRITING, THIS DOCUMENT IN WHOLE OR IN PART SHALL NOT BE COPIED, USED OR DISCLOSED TO OTHERS, AND SHALL BE RETURNED TO CPI EDB UPON REQUEST. THIS NOTICE MAY NOT BE REMOVED."

## **WARRANTY I**

### **General Provisions**

#### **MICROWAVE TUBES, RECEIVER PROTECTORS, MODULATORS**

**CPI EDB EDG EDB warrants its Products, Software and Services according to these general warranty provisions and the supplemental warranty provisions applicable to specific products.**

#### **1. GENERAL LIMITED WARRANTY**

CPI EDB warrants products, parts and accessories manufactured and sold by CPI EDB ("Products") and firmware and software media furnished by CPI EDB in or for use with Products ("Software") to be free from defects in material and workmanship in substantial compliance with operational features of published CPI EDB specification at the time of sale. CPI EDB makes no warranty that the operation of any Software will be uninterrupted or error free. CPI EDB's warranty for services provided by CPI in connection with Products ("Services") shall be as stated in CPI EDB terms and conditions of service for specific Products.

#### **2. WARRANTY PERIODS**

CPI EDB's warranty shall begin and continue for the period(s) specified on the reverse side, or as stated on CPI EDB's quotation, or as agreed in writing by CPI EDB, under the conditions below and on the reverse side.

#### **3. WARRANTY REMEDIES**

Buyer's sole and exclusive remedy under warranty shall be repair or at CPI EDB's option replacement of defective Products, parts, accessories or Software. If in CPI EDB's opinion such repair or replacement is not feasible, or if such remedy fails of its essential purpose, CPI EDB may refund or credit a portion of any sum paid by Buyer for the Product, Software or Service. In-warranty repair or replacement parts are warranted only for the unexpired portion of the original warranty period.

#### **4. GENERAL EXCLUSIONS FROM COVERAGE**

CPI EDB's warranties shall not apply to the extent that malfunction is caused in CPI EDB's reasonable opinion by (1) accident, abuse, alteration, misuse or neglect, (2) failure to use Products under normal operating conditions or environment, or within CPI EDB specific ratings, or according to any operating instructions provided by CPI EDB, (3) lack of routine care or maintenance as indicated in any CPI EDB operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, (5) user modification of any Product or Software, or (6) latent defects discovered after expiration of the applicable warranty period. Additional exclusions from coverage may apply to specific CPI EDB Products.

#### **5. OTHER SUPPLIER WARRANTIES**

Warranties given by other suppliers of equipment, accessories, components or computer software not owned by CPI EDB but incorporated by CPI EDB on or into Products are passed on to Buyer and shall apply only to the equipment, accessories, components or computer software of which they are a part. CPI EDB shall have no liability under warranties provided by other suppliers, nor shall CPI EDB have any liability for failure of other suppliers to perform under their warranty. CPI EDB's liability under warranty shall be determined solely by CPI EDB's warranty, including all its exclusions and limitations.

#### **6. EXCLUSION OF IMPLIED WARRANTIES**

**This limited warranty is expressly in lieu of and EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.**

#### **7. LIMITATIONS ON DAMAGES AND LIABILITY**

**CPI EDB's total liability in damages or otherwise shall not exceed the payment, if any, received by CPI EDB for the unit of products, service or software furnished or to be furnished resulting in the loss or damage claimed. In no event shall CPI EDB be liable for incidents, consequential, indirect, punitive or special loss or damages of any kind, such as, but not limited to, lost business revenue, lost profits or costs of downtime resulting from CPI EDB's products, services or software, however caused, whether based on contract, tort (including negligence) or any other legacy.**

Liability to third parties for bodily injury, including death, resulting from CPI EDB's performance or Products shall be determined according to applicable law. Patent infringement liability shall be determined solely according to the "Patents and Other Intellectual Property Rights" provision of CPI EDB standard terms and conditions of sale. No claims, regardless of form, arising out of, or in any way connected with Products, Software or Services furnished by CPI EDB, may be brought by Buyer more than one (1) year after the cause of action has accrued or CPI EDB's performance has been completed or terminated whichever is earlier.

CPI Electron Device Business  
150 Sohier Road  
Beverly Massachusetts 01915-5592  
ATTN: Returned Products Telephone (978) 922-6000

**WARRANTY II**  
**Supplemental Provisions**

**MICROWAVE TUBES, RECEIVER PROTECTORS, MODULATORS**

**Communications & Power Industries ("CPI EDB") warrants its Microwave Tubes, Receiver Protectors and Modulators ("Products") according to CPI EDB Warranty General Provisions. In case of conflict with CPI EDB Warranty General Provisions, the following shall govern:**

**WARRANTY**

CPI EDB warrants the Products it manufactures to be free from defects in material and workmanship and to be in substantial compliance with operational features of CPI EDB's published specifications at the time of sale. CPI EDB's warranty shall begin on date of shipment from CPI EDB and continue for a period of twelve (12) months, or as specified on CPI EDB's quotation, or as agreed in writing by CPI EDB, per the agreed Warranty Code. If no period of time is stated, then warranty is limited to thirty (30) days from date of shipment from CPI EDB.

**Warranty Codes and Maximum Warranty Periods**

A-No Warranty	K-16 Month Pro rata
B-1 Month Pro rata	L1-18 Month Pro rata /
C-2 Month Pro rata	1000 hour Pro rata
D-3 Month Pro rata	L2-18 Month Pro rata /
E-6Month Pro rata	5000 hour Pro rata
F-9 Month Pro rata	M-20 Month Pro rata
G-12 Month Pro rata	N-24 Month Pro rata
G1-12 Month/1000 hour Pro rata	N1-24 Month Pro rata /
G5-12 Month/500 hour Pro rata	1000 hour Pro rata
G5K-12 Month/5000 hour Pro rata	O-26 Month Pro rata
H-13 Month Pro rata	P-30 Month Pro rata
I-14 Month Pro rata	Q-36 Month Pro rata
J-15 Month Pro rata	R-60 Month Pro rata

Z-Any other specified period

When one of these Warranty Codes, or the maximum hours of keep alive, filament, heater or RF operation or the maximum number of months after shipment, is stated in CPI EDB's quotation, or is otherwise agreed to by CPI EDB, the price includes the warranty coverage specified. Warranties other than as specified by CPI EDB may be purchased for an additional charge.

**REMEDIES/ADJUSTMENTS**

If CPI EDB's examination confirms that a Product has failed from causes covered by this warranty through no fault of Customer within the applicable maximum hours of keep alive, filament, heater, or RF operation or the maximum number of months after shipment specified above, whichever first occurs, CPI EDB will at CPI EDB's sole option either: (1) repair the Product at no cost to Customer, or (2) make an equitable adjustment as follows: (a) either refund a prorata portion of the original purchase price, or (b) apply such prorata amount in/as a credit on a replacement order for a new Product. Refund or credit adjustment amount is determined as follows:

$$\frac{\text{Adjustment amount} = \text{Applicable Selling Price} \times \text{Maximum Warranted Hours} - \text{Total Operating Hours at Failure}}{\text{Maximum Warranted Hours}}$$

Or, if the operating hours are not given and the adjustment is made based on time:

$$\frac{\text{Adjustment amount} = \text{Applicable Selling Price} \times \text{Maximum Warranted Months} - \text{Number of Months at Failure}}{\text{Maximum Warranted Months}}$$

No adjustment will be made for failure beyond the warranted hours of operation or beyond the maximum adjustment period.

**WARRANTY CONDITIONS**

All remedies are expressly conditioned on all the following:

- Repairs and adjustment must be made (or directed in writing) by authorized CPI EDB personnel only. Unauthorized repairs or adjustments will void the warranty.
- The Product must have been used under normal operating conditions within the respective CPI EDB-specified ratings and in accordance with CPI EDB operating instructions. CPI EDB shall make the sole final determination as to whether failure occurred in normal operation (under warranty) or whether the Product was subjected to other than normal operation (excluded from warranty).
- The Customer must give CPI EDB written notice of Product failure prior to the end of the Product warranty period. In all cases failure shall be deemed to have occurred no more than seven days before the first date on which notice of failure is received by CPI EDB. CPI EDB shall determine probable hours of Product usage when no accurate records can be found.
- The Customer must return the failed Product within 45 days following its written notice of failure.
- The warranty period remaining on the date CPI EDB received notice of failure shall apply to the repaired or replaced Product from the date of reshipment to Customer. Only products shipped as paid replacements shall have a new Warranty.
- Customer shall be responsible for and shall immediately file claims against the carrier in cases of loss or damage to Products during either the initial shipment to Customer or the Customer's return to CPI EDB for repair or replacement.
- CPI EDB shall have no warranty obligation other than as specified by the Warranty Code on CPI EDB's quotation. If "No Warranty" (A) is specified, CPI EDB makes no express or implied warranties, and disclaims MERCHANTABILITY and FITNESS for any particular purpose, use or application, and Customer releases CPI EDB from any warranty liability whatsoever.
- Subject to the WARRANTY REPLACEMENT AND ADJUSTMENT provisions of CPI EDB Standard Terms and Conditions of Sale (paragraph 10), the following WARRANTY RETURN PROCEDURES apply:

Before initiating return procedures, determine that the Product is itself at fault. Please call the local CPI EDB Field Office for assistance in determining the problem and in obtaining satisfactory performance from the Product. This may save shipping time and expense and may minimize equipment downtime.