



Warranty Terms and Conditions

WARRANTY

Microwave Tubes, Power Supplies, Sub Systems, Systems and Components (hereinafter collectively called Device or Devices), sold by CPI TMD Technologies Limited are warranted against defects in workmanship and material when used under normal operating conditions compliant to the respective CPI TMD specifications and in accordance with the CPI TMD operating instructions.

POLICY

Repair, or at CPI TMD's Technologies option, replacement of the device or defective parts therein, shall be the sole and exclusive remedy under valid warranty claims. Provided that CPI TMD may as an alternative, elect to refund an equitable portion of the purchase price of the device, this portion shall take the form of a pro-rata adjustment based upon the original selling price.

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

In all cases failure shall be deemed to have occurred at the first date on which notice of failure is received by CPI TMD.

CPI TMD shall have no obligations under this warranty, unless the applicable warranty period (number of hours of operation, and/or number or months from date of shipment), is specified in CPI TMD's quotation, or is otherwise agreed to in writing by CPI TMD. In the event that customers and/or users of any device subject to a warranty claim fail to maintain accurate records of the number of hours of operation, CPI TMD, in its sole discretion, may reject any such claim or determine probable usage of the product.

This warranty is expressly in lieu of and excludes all other warranties of any kind, expressed or implied, including warranties of saleability and or fitness for intended purpose, use, or application, and all other obligations or liabilities on the part of CPI TMD, unless such other warranties, obligations or liabilities are expressly agreed to in writing by CPI TMD.

LIABILITIES

CPI TMD's aggregate Liability of Damages shall not exceed the payment, if any, received by CPI TMD for the device(s) or Service Furnished or to be furnished, as the case may be, which is the subject of the claim or dispute. In no event, shall CPI TMD be liable for incidental, consequential or special damages. No action, regardless of form, arising out of, or in anyway connected with Devices or Services Furnished by CPI TMD, may be brought by a customer more than (1) year after the cause of the action has passed. Such Liability is not in addition to that arising out of contractual terms relating to the same Device.

All Patent and other Liabilities shall be determined solely in accordance with CPI TMD Standard Terms and Conditions of Sale.

STORAGE AND STORAGE CHARGES

All Devices stored or returned to CPI TMD are held within secure and suitable environmentally controlled conditions. CPI TMD will levy storage charges (to include insurance to the value of the original CPI TMD selling price) at the rate of £1 per sq. foot per day for Devices unable to be returned following repair due to any reason outside CPI TMD control.

WARRANTY CLAIMS

All claims under warranty must be made promptly after the occurrence of the circumstances giving rise to the claim and must be received by CPI TMD within the applicable warranty period.

CPI TMD, reserves the right to reject any warranty claim not promptly reported.

Before any Device is returned, authorisation must be obtained from CPI TMD, Customer Services Department. At this time, the product type, serial number(s) and a full description of the suspected fault must be given. The device must then be returned to CPI TMD within 30 days of the notification.

Any Device returned without authorisation will be liable to be deemed as out of warranty. Any Device returned with a damaged 'Guarantee Void if Seal Broken' label will be deemed out of warranty.

Only CPI TMD Authorised/Approved repairs are to be carried out on any device. Non Authorised or Non Approved repairs will be deemed as invalidating any warranty.

These Terms and Conditions will not apply where any Device returned are found not to be covered by warranty. In such cases, CPI TMD Repair Terms and Conditions will replace these Terms and such change will be effective from the original date of notification of failure to CPI TMD.

LIQUID COOLED DEVICES

All obligations of CPI TMD under this warranty shall cease and no credit or refund shall be made with respect to any liquid cooled devices in which any Water Coolant has been allowed to remain after removal of the device from operation. Water Coolant remaining in the coolant passages may freeze while the device is in storage or transit and may damage the device beyond repair. All Water Coolant must be blown out of the device coolant passages by the customer immediately after removal from operation.

TRANSPORTATION AND PACKAGING

Any device, returned to CPI TMD for examination, must be sent pre-paid, and packed in its original container. When any device is returned for examination, or for any other reason, the customer and its shipping agent shall be responsible for any and all damage resulting from improper packing or handling and for loss in transit.

TRANSFER

By returning a device, the owner grants CPI TMD permission to open and disassemble the device as required for evaluation. In all cases, CPI TMD has sole responsibility for determining the cause and nature of failure. CPI TMD's determination with regard thereto shall be final.

If it is found that a Device has been returned without cause and is still serviceable, the Customer will be notified and the product returned at their expense. Additionally a charge for testing, examination, and Storage will, in CPI TMD's sole discretion, be made on products not available for immediate return and CPI TMD will hold a lien over the Device(s) until such charges are paid.

FORCE MAJEURE

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), natural disasters (earthquakes, hurricanes, floods) wars, acts of terrorism, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

