

# OPTO 22 LIMITED WARRANTY

Effective: May, 2003

## 1. What is covered by this warranty.

OPTO 22 (OPTO) warrants, to the original purchaser only, that the product which is the subject of this sale is free from defects in material or workmanship. This warranty expires thirty (30) months from the date of manufacture. If the buyer discovers within this period a failure of the product or a defect in material or workmanship, the buyer must promptly notify OPTO's Technical Support Department or OPTO's authorized international distributor. In no event may the notification be received by OPTO later than thirty (30) months from the date of manufacture. Within a reasonable time after notification, OPTO will correct any failure of the product or any defect in material or workmanship, with either new or used or currently manufactured like kind replacement parts or products. Such repair, including both parts and labor, will be performed at OPTO's expense. Before the product is returned to OPTO or its authorized international distributor, buyer must receive a return authorization number from OPTO. The return authorization number must be conspicuously placed on the envelope or package when returning the product to OPTO. Failure to comply with this requirement will result in rejection of the product's return. Return shipping will be paid by OPTO unless the product is tested by OPTO and is found to be free from defects, in which case, buyer will (i) be responsible for all shipping and handling costs; and (ii) pay to OPTO the sum of \$50 for testing and service charges per item. All warranty service will be performed at service centers designated by OPTO. If OPTO is unable to repair the product to conform to the warranty after a reasonable number of attempts, OPTO will provide, at its option, one of the following: a currently manufactured replacement product or a full refund of the purchase price. These remedies are the purchaser's only remedies for breach of warranty. At OPTO's option, and with customer approval, OPTO may ship replacement products to buyer before OPTO receives buyer's returned product. In the event that buyer fails to return the defective product to OPTO or the product is found not to be defective, and OPTO has already shipped replacement product to buyer, buyer agrees to pay OPTO for the new products shipped to buyer plus shipping and handling charges. Information in OPTO's catalog or any other document is given after the exercise of due care in its compilation, preparation, and issuance; however, **OPTO DISCLAIMS ANY LIABILITY RESULTING FROM SUCH INFORMATION**, except for the obligation under the warranty provided above to replace the product or, at OPTO's option, to refund the purchase price to buyer. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

## 2. What is not covered by this warranty.

OPTO does not warrant (a) any product, components, or parts not manufactured by OPTO; (b) the operation, malfunction, or failure of any equipment, computers, machines, or systems into which OPTO's products have been installed, incorporated, linked or tied; (c) defects caused by failure to provide a suitable installation environment for the product; (d) damage caused by use of the product for purposes other than those for which it was designed; (e) damage caused by disasters such as fire, flood, wind, and lightning; (f) damage caused by unauthorized attachments, treatments, or modifications; (g) damage during shipment; or (h) any other abuse or misuse by the purchaser. OPTO reserves the right to examine the alleged defective goods to determine whether the warranty is applicable.

## 3. Disclaimer of all other warranties.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPTO AND ITS DISTRIBUTORS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## 4. Limitation of remedies.

OPTO is an original equipment manufacturer. To the maximum extent permitted by applicable law, in no event will OPTO be liable for any special, incidental, or consequential damages to persons or property based on breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Damages that OPTO will not be responsible for include, but are not limited to, loss of profits; loss of savings or revenue; business interruption; loss of business information; wages and salaries; loss of use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property even if OPTO has been advised of the possibility of such damages. Except as prohibited by applicable law, this limitation applies to claims for personal injury, loss of life, loss of consortium and wrongful death. Because some states and jurisdictions do not allow the exclusion or limitation of liability, the above limitation may not apply to buyer.

## 5. Time limit for bringing suit.

Any action for breach of warranty must be commenced within twelve (12) months from the earlier of (i) the date the alleged breach of warranty occurs; or (ii) the date that buyer knew or should have known that a breach of warranty occurred.

## 6. No other warranties.

Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of OPTO or any other party is authorized to make any warranty in addition to those made in this agreement. The buyer is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the buyer. If any portion of this warranty is found to be unenforceable, all remaining provisions shall remain in full force and effect. If the product was acquired in the United States, this limited warranty is governed by the laws of the State of California. If the product was acquired outside the United States, then local law may apply.

## 7. Allocation of risks.

This agreement allocates the risks of product failure between OPTO and the buyer. This allocation is recognized by both parties and is reflected in the price of the goods. The buyer acknowledges that it has read this agreement, understands it, agrees to it, and is bound by its terms by acceptance or use of the product. If buyer does not agree to the terms of this limited warranty, buyer should not accept or use the product; buyer may, however, return it to the place of purchase for a full refund.

## Solid-State I/O Modules & Solid-State Relays\* Limited Lifetime Warranty

Effective: Date codes 1/96 or later

## 1. What is covered by this warranty.

OPTO 22 (OPTO) warrants, to the original purchaser only, that the product which is the subject of this sale is free from defects in material or workmanship. This is a lifetime warranty subject to the restrictions provided below. If the buyer discovers a failure of the product, or a defect in material or workmanship, the buyer must promptly notify OPTO's Technical Support Department or OPTO's authorized international distributor. Within a reasonable time after notification, OPTO will correct any failure of the product or any defect in material or workmanship, with either new or used or currently manufactured like kind replacement parts or products. Such repair, including both parts and labor, will be performed at OPTO's expense. Before the product is returned to OPTO or its authorized international distributor, buyer must receive a return authorization number from OPTO. The return authorization number must be conspicuously placed on the envelope or package when returning the product to OPTO. Failure to comply with this requirement will result in rejection of the product's return. Return shipping will be paid by OPTO unless the product is tested by OPTO and is found to be free from defects, in which case, buyer will (i) be responsible for all shipping and handling costs; and (ii) pay to OPTO the sum of \$50 for testing and service charges per item. All warranty service will be performed at service centers designated by OPTO. If OPTO is unable to repair the product to conform to the warranty after a reasonable number of attempts, OPTO will provide, at its option, one of the following: a currently manufactured replacement product or a full refund of the purchase price. These remedies are the purchaser's only remedies for breach of warranty. At OPTO's option, and with customer approval, OPTO may ship replacement products to buyer before OPTO receives buyer's returned product. In the event that buyer fails to return the defective product to OPTO or the product is found not to be defective, and OPTO has already shipped replacement product to buyer, buyer agrees to pay OPTO for the new products shipped to buyer plus shipping and handling charges. Information in OPTO's catalog or any other document is given after the exercise of due care in its compilation, preparation, and issuance; however, **OPTO DISCLAIMS ANY LIABILITY RESULTING FROM SUCH INFORMATION**, except for the obligation under the warranty provided above to replace the product or, at OPTO's option, to refund the purchase price to buyer. This limited warranty gives you specific legal rights. You may have others, which vary from state/jurisdiction to state/jurisdiction.

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\* All Opto 22 solid-state relays are guaranteed for life. Reed relay, SNAP serial communication modules, SNAP PID modules, and modules that contain mechanical contacts or switches are covered by the 30-month warranty.