

# Probe-Tec/Accurate Transformers, LLC One (1) Year Limited Warranty

## Warranty Coverage

Probe-Tec/Accurate Transformers, LLC's warranty obligations are limited to the terms set forth below:

Probe-Tec/Accurate Transformers, LLC, as defined below, warrants this Probe-Tec/Accurate Transformers, LLC-branded hardware product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, Probe-Tec/Accurate Transformers, LLC will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Probe-Tec/Accurate Transformers, LLC may request that you replace defective parts with new or refurbished user-installable parts that Probe-Tec/Accurate Transformers, LLC provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Probe-Tec/Accurate Transformers, LLC, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Probe-Tec/Accurate Transformers, LLC's property. Parts provided by Probe-Tec/Accurate Transformers, LLC in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Probe-Tec/Accurate Transformers, LLC and becomes Probe-Tec/Accurate Transformers, LLC's property.

## EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for Probe-Tec/Accurate Transformers, LLC that can be identified by the "Probe-Tec/Accurate Transformers, LLC" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-Probe-Tec/Accurate Transformers, LLC hardware products or any software, even if packaged or sold with Probe-Tec/Accurate Transformers, LLC hardware. Manufacturers, suppliers, or publishers, other than Probe-Tec/Accurate Transformers, LLC, may provide their own warranties to the end user purchaser, but Probe-Tec/Accurate Transformers, LLC, in so far as permitted by law, provides their products "as is". Software distributed by Probe-Tec/Accurate Transformers, LLC with or without the Probe-Tec/Accurate Transformers, LLC brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

Probe-Tec/Accurate Transformers, LLC does not warrant that the operation of the product will be uninterrupted or error-free. Probe-Tec/Accurate Transformers, LLC is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Probe-Tec/Accurate Transformers, LLC products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Probe-Tec/Accurate Transformers, LLC; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Probe-Tec/Accurate Transformers, LLC or an Probe-Tec/Accurate Transformers, LLC Authorized Service Provider; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Probe-Tec/Accurate Transformers, LLC; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any Probe-Tec/Accurate Transformers, LLC serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, PROBE-TEC/ACCURATE TRANSFORMERS, LLC SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN

STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH

WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY PROBE-TEC/ACCURATE TRANSFORMERS, LLC IN ITS SOLE DISCRETION. No Probe-Tec/Accurate Transformers, LLC reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, PROBE-TEC/ACCURATE TRANSFORMERS, LLC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH PROBE-TEC/ACCURATE TRANSFORMERS, LLC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. PROBE-TEC/ACCURATE TRANSFORMERS, LLC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

#### **CONSUMER PROTECTION LAWS**

**FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. SOME COUNTRIES, STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR CONDITIONS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY COUNTRY, STATE OR PROVINCE. THIS LIMITED WARRANTY IS GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT PURCHASE TOOK PLACE. PROBE-TEC/ACCURATE TRANSFORMERS, LLC, THE WARRANTOR UNDER THIS LIMITED WARRANTY, IS IDENTIFIED AT THE END OF THIS DOCUMENT ACCORDING TO THE COUNTRY OR REGION IN WHICH THE PRODUCT PURCHASE TOOK PLACE.**

#### **OBTAINING WARRANTY SERVICE**

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the Probe-Tec/Accurate Transformers, LLC representatives or, if applicable, an Probe-Tec/Accurate Transformers, LLC Authorized Service Provider located using the information provided in the documentation. An Probe-Tec/Accurate Transformers, LLC representative or Probe-Tec/Accurate Transformers, LLC Authorized Service Provider will help determine whether your product requires service and, if it does, will inform you how Probe-Tec/Accurate Transformers, LLC will provide it. Probe-Tec/Accurate Transformers, LLC or its Probe-Tec/Accurate Transformers, LLC Authorized Service Providers will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law. If the product is portable, meaning that it can operate independently without a power cord, you may obtain warranty service worldwide. However, service will be limited to the options available in the country where service is requested. If the product is not portable, warranty service may be restricted to the country where the product is purchased. Service options, parts availability and response times will vary according to country. You may be responsible for shipping and handling charges if the product cannot be serviced in the country it is in. In accordance with applicable law, Probe-Tec/Accurate Transformers, LLC may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive or other storage media to protect your data and as a precaution against possible operational failures. Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Probe-Tec/Accurate Transformers, LLC and its Authorized Service Providers are not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Probe-Tec/Accurate Transformers, LLC product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this Limited Warranty.

	<b>Warrantor</b>	<b>Address</b>
Americas		
Brazil	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Canada	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Mexico	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
United States and Other Americas Countries	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Europe, Middle East and Africa	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Asia Pacific		
Japan	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Australia; New Zealand	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
People's Republic of China	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Hong Kong	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Malaysia	Probe-Tec/Accurate Transformers, LLC.	2139 Klondike Rd; West Lafayette, IN 47906, USA
India; Sri Lanka	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Korea	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Singapore; Brunei; Indonesia; Vietnam; Cambodia	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Taiwan	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Thailand	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A.
Other Asian Pacific Countries	Probe-Tec/Accurate Transformers, LLC	2139 Klondike Rd; West Lafayette, IN 47906, U.S.A..

### **Extended Warranty and No Fault Coverage**

As outline above the product comes with a 1-year warranty. Purchasing a 1-year extended warranty will give 2 years of total warranty. Extended warranties are extended in accordance with all other terms above. The extended warranty runs from the date of purchase. Extended warranties are non-transferable.

The No-Fault Replacement covers damage to the Optowave Probe regardless of cause except intentional damage and alterations such as; (a) to damage caused by operating the product outside the permitted or intended uses described by Probe-Tec/Accurate Transformers, LLC; (b) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Probe-Tec/Accurate Transformers, LLC or an Probe-Tec/Accurate Transformers, LLC Authorized Service Provider; (c) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Probe-Tec/Accurate Transformers, LLC; (d) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (e) if any Probe-Tec/Accurate Transformers, LLC serial number has been removed or defaced.

For items validly covered under a No Fault Replacement Plan when notified Probe-Tec/Accurate Transformers, LLC will overnight ship a replacement (may be a refurbished unit). The customer must return the damaged unit in the box provided and deliver it back to UPS for delivery to Probe-Tec/Accurate Transformers, LLC. If the damaged probe is not returned the customer will be charged \$250.

If the customer purchases the No Fault coverage there is no need to purchase the extended warranty for that period, as the extended warranty is included in the No Fault as long as the No Fault is in effect. **The No Fault Replacement Plan applies to the probe itself, not the other items in the kit.** No Fault coverage is non-transferable. All other terms of warranty coverage apply.

Either the No Fault Replacement Plan or the Extended Warranty must be purchased at the time the probe is purchased.

Warranties are tracked by serial numbers removing the serial number label voids all obligations.