



MICRO LAMBDA WIRELESS, INC.

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WARRANTY CLAUSE

All references in this document to "MLW" and "Seller" shall mean Micro Lambda Wireless, Inc. All references to "Buyer" shall mean the company that has returned a unit to MLW for repair consideration.

Micro Lambda Wireless Terms & Conditions of Sales (96-0200-004) is incorporated herein as additional terms of MLW repair consideration. These terms and conditions take precedence over any additional or different terms and conditions of the Buyer, to with exception is hereby made by MLW. No modification to these terms and conditions shall be applicable unless made in writing and signed by an authorized representative of both parties.

Seller warrants for a period of twelve (12) months from the date of original shipment that the Products will be free from defects in material and workmanship and design (if of Micro Lambda Wireless, Inc. design) and will be in conformity with applicable specifications and drawings and all other contractual requirements. However, this warranty shall not apply to any product which that has been subjected to misuse, misapplication, accident, improper installation, neglect, unauthorized repair, alteration, adjustment, inundation or fire.

Products returned for in-warranty repair are warranted for the remainder of the original warranty period plus the time the product was at Micro Lambda Wireless, Inc. Products shall be repaired to the original specification revision level. Upgrades to specification revision levels other than those originally supplied to must be solicited and procured separately.

For products returned for out-of-warranty repair, the repaired portion ONLY shall be warranted for a period of ninety (90) days from the date of delivery of the repaired item. Products shall be repaired to the original specification revision level. Upgrades to specification revision levels other than those supplied to must be solicited and procured separately.

This warranty shall run to the Buyer, its successors, assigns, customers and user of its products and shall survive inspection, acceptance and payment.

Upon receipt of Customer Furnished Material, MLW shall not be liable for any loss or damage whatsoever, except for gross negligence or willful misconduct on the part of the Seller. The risk of loss of material furnished to or left with Seller shall remain with Buyer.

THE WARRANTIES HEREIN EXPRESSLY SET FORTH, INCLUDING THE REMEDIES, ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND ALL WARRANTIES EXPRESSED OR IMPLIED. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR BUYER'S USE IS IMPLIED OR GIVEN.

NO indemnification is provided to buyer for any expenses incurred or work necessary to return a defective product to Micro Lambda Wireless, Inc. MICRO LAMBDA WIRELESS, INC. WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOSS OF INCOME, PROFITS, OR PRODUCTION, INCREASE COST OF OPERATIONS, OR DAMAGE TO MATERIAL, ARISING IN CONNECTION WITH THE SALE, INSTALLATION USE OF OR INABILITY TO USE MLW PRODUCTS.

RETURN POLICY

All references in this document to "MLW" and "Seller" shall mean Micro Lambda Wireless, Inc. All references to "Buyer" shall mean the company that has returned a unit to MLW for repair consideration.

Micro Lambda Wireless Terms & Conditions of Sales (96-0200-004) and Warranty Clause (96-0200-005) is incorporated herein as terms of MLW repair consideration.

If a defect in material or workmanship is discovered within the warranty period, the Buyer shall promptly notify Seller of the products identity and the nature of the defect. Seller shall, at its sole option, repair or replace the defective product, provided factory inspection and test confirm the defect developed under normal and proper use.

The Buyer shall contact Seller's Customer Service Department to obtain a Return Material Authorization (RMA) number. Acceptance of a RMA number from MLW and the delivery of a unit under that RMA shall constitute unconditional acceptance of these terms by the Buyer. Physical receipt of any returned units and/or order issued to MLW by Buyer shall under no circumstances be interpreted to imply acceptance of same by MLW until an authorized representative of MLW provides written notification of order acceptance to Buyer.

The RMA number must be prominently marked on all accompanying shipping documents. Shipments not displaying an RMA may be rejected and returned to the Buyer. No product shall be returned without prior MLW authorization.

Buyer shall pay ALL costs of shipment and insurance for "out-of-warranty" products. MLW shall pay for the cost of shipment and insurance for the return of the "in-warranty" product to the Buyer.

If the failure of a returned product cannot be confirmed, it shall be returned "as-is" to the Buyer, who shall pay an "Unconfirmed Failure Evaluation" fee plus all transportation costs.

If a returned product is determined to be "out-of-warranty", MLW will provide a repair/replacement proposal after evaluation is authorized and FUNDED by the Buyer. No repair work will be performed without the Buyer's authorization. If instructions are not received within 30 days of the date the Buyer is notified of the Product's "out-of-warranty" status, the product will be returned to the Buyer at the Buyer's expense.

MLW will not accept nor honor "Debit Memoranda" issued against a product returned after the expiration of the warranty period.

