



7775 N. Casa Grande Highway, Tucson AZ 85743

Warranty

Lasertel, Inc. warrants its products to meet and conform to Lasertel's published specifications and to be free from defects in material and workmanship for twelve (12) months from the date of shipment (except standalone semiconductor diode lasers which are warranted for 90 days) unless otherwise stated in the quotation or product manual. Any express or implied warranties of merchantability and fitness for a particular purpose on the products are limited to the scope of Lasertel's published specifications. During the warranty period, Lasertel agrees (at its exclusive option) to repair or replace any product that Lasertel proves to be defective. This warranty does not apply to defects resulting from unauthorized modification or misuse, abuse, improper installation or application, accident, electrical or environmental stress, negligence in use, storage, transportation/handling of any product.

Lasertel, Inc. tests and inspects its products to verify quality and reliability. Lasertel, Inc. uses every reasonable precaution to ensure that every unit meets and conforms to Lasertel's published electrical, optical and mechanical specifications prior to shipment. Customers are asked to advise their incoming inspection, assembly, and test personnel as to the precautions required in handling and testing ESD sensitive electronic components.

In every situation, Lasertel's liability shall be limited to, at Lasertel's exclusive option, the repair, replacement, or refund of an amount not to exceed the purchase price of any product that proves to be defective, and under no circumstances shall Lasertel's liability to Buyer exceed such amount(s). Lasertel's selection of one of these alternatives shall be the Buyer's exclusive remedy. To exercise this warranty, contact Lasertel's corporate office in Tucson, Arizona for return authorization and instructions. Repaired products will be warranted against defects for a maximum of 90 days from date of shipment unless otherwise stated.

The following steps, procedures and criteria will be followed in evaluating a return request by the buyer.

1. The buyer should have the serial numbers, purchase order numbers, shipment dates and the findings readily available when requesting an RMA number.
2. The buyer is required to return goods to Lasertel within 15 working date from the issue date of the RMA. An RMA will be valid for only 15 working days after the issuance. Shipments received after 15 working days will not be accepted and will be returned to the buyer.
3. The buyer shall ship the product pre-paid. International RMAs shall only be shipped via DHL, UPS or Federal Express. Lasertel will not be responsible for any international brokerage fees.
4. Each RMA should be clearly identified with the RMA number issued and accompanied with a discrepant material report stating the reason for the return.

If returned devices are determined by Lasertel to meet full specification and do not require repair, or if non-warranty repairs are not authorized by the customer, the device may be subject to a standard evaluation charge. Customer approved repair and any associated costs will be the authority to begin the repair at Lasertel. Customer approval is also necessary for removal of certain parts, such as connectors, which may be necessary for Lasertel testing or repair.

Orders

Lasertel Inc. will accept purchase orders by mail, email or facsimile. Orders without a confirmed written customer purchase order will not be scheduled for production. All orders are subject to final acceptance by Lasertel Inc. and will be invoiced at prices in effect upon the date of acceptance, unless otherwise stated. All blanket orders shall remain open for a maximum period of twelve months and/or shall have a maximum of twelve releases. Quotes and pro-forma invoices will remain open for a period of sixty days, unless otherwise agreed by Lasertel.

Lasertel accepts no terms or conditions with respect to adjustment in price, patent warranty or licenses, warranty, limitation of liability, or special tooling except as appear herein unless the subject of a separate letter specifically accepted by Lasertel in writing.

Organizations without approved accounts may prepay or accept C.O.D. delivery. Companies wishing to open an account must include a bank reference and three business references. International orders must be prepaid or guaranteed by an irrevocable confirmed letter of credit payable at sight, unless Lasertel agrees otherwise.

Custom Products

Custom product orders are not cancelable and can only be changed upon mutual agreement between the buyer and seller. For changes after the execution of an order or PO, the buyer may be responsible for additional tooling charges as necessary. Charges listed for tooling are based on the manufacture of products in quantity as specified in the buyer's order and specification. Tools may be scrapped three years from date of last order unless special arrangements are made.

Order Change or Cancellation

Lasertel requires notification of a change in shipping schedule, address, etc. at least 45 days prior to shipment. Orders may be cancelled only with the written consent of Lasertel. Customer cancellation charges are 50% of the open purchase order and notification of cancellation or change in shipment schedule will not be accepted within 30 days of the scheduled ship date.

Shipping

Shipping and insurance costs are not included in list price or quotes. Lasertel will only ship fully insured, FOB – Tucson, Arizona via United Parcel Service or DHL. Lasertel will ship via alternate carriers only if the Buyer provides their own account information. Title and possession pass to the buyer upon delivery to the carrier. Therefore, Lasertel does not assume any liability for loss or damage to goods during shipment. The buyer should file any claims with the carrier immediately to assure a quick settlement on the damaged or lost item. Self-insured customers are required to provide a copy of their insurance certificate along with their purchase order. Otherwise buyer will be charged for insurance on the shipment. FOB – Destination orders will be accepted with freight insurance and a minimum of \$25.00 handling fee.

Shipping dates are approximate and acceptance of the products by the buyer shall constitute a waiver of all claims due to delay in delivery. Lasertel will not be subject to liability for delays in shipment caused by fire, storm, floods, strikes, lockouts, accidents, war, riots, civil commotion, inability to obtain shipping space or raw material, government regulations, or any other cause or contingency beyond the reasonable control of Lasertel.

Payment Terms

Payment is due thirty days from the date of Invoice (net 30). Orders under \$1,000 are due ten days from the date of invoice (net 10). Delinquent payments are subject to an interest charge at the rate of one and a half percent per month with a minimum increment of a month. Shipments or replacements will not be made until delinquent accounts are cleared. Lasertel will not be responsible for delays caused by the postal service or bank wire transfers. It is the buyer's responsibility to ensure that payment is received by the seller at no more than thirty calendar days from the date of invoice. Buyer will not be responsible for any fees related to the wire transfer.

Unless a resale certificate is provided at the time of order, Lasertel will invoice the applicable sales tax.

Acceptance of product delivery by the buyer constitutes complete acceptance of the above terms and conditions. Lasertel's Terms and Conditions of Sale will override any terms listed on the buyer's purchase order. This warranty is the only warranty made by Lasertel and in lieu of all other warranties, expressed or implied, except as to title, and can be amended only by a written instrument signed by an authorized Lasertel representative.



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