

All Products provided by Seller under these Terms of Sale are warranted to be free from defects in material and workmanship. This warranty is limited to one (1) year from delivery of the Products when subjected to normal, proper, and intended usage. This warranty applies only to the extent such failure to meet the warranty is due solely to a failure of the Products (as opposed to the integration into a Buyer system). If Buyer determines and provides documentation or other evidence that a found defect is due solely to a failure of the Products, during the warranty period, it will promptly make a warranty claim to Seller. Buyer's exclusive remedy and Seller's sole obligation for non-conforming Products during the warranty period is limited to repairing or replacing the non-conforming Product(s), or providing Buyer a refund for the non-conforming Products, at Seller's sole option. For the avoidance of doubt, the foregoing warranty does not cover non-conformities or defects in the Products caused by misuse, neglect, abuse, accident, alteration, improper storage, improper maintenance, or modification by any third party.