



Policy SPO-72-00001			
D&V Standard Warranty Policy			
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D&V ELECTRONICS LTD. STANDARD EQUIPMENT WARRANTY

D&V Electronics ("D&V") warrants that all D&V Electronics Ltd. manufactured equipment will be free of any defect in materials or workmanship for the period of (1) year. Warranty begins from the date of shipment from a D&V facility. The warranty is extended to customers and applies to all D&V manufactured equipment purchased, installed, and used for the purpose for which such equipment was originally designed. The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than D&V or a D&V authorized third-party service provider. D&V reserves the right to substitute functionally equivalent new or serviceable used parts.

WARRANTY CLAIMS AND PROCEDURES

1. During the applicable Standard Equipment Warranty Period outlined above, customer's sole and exclusive remedy for any breach of the Standard Equipment Warranty will be, at D&V's sole discretion and option, the repair or replacement of the defective product. Components that customer claims to be defective must be available to D&V for inspection and evaluation. To be entitled to rights under the Standard Equipment Warranty, the customer must notify D&V in writing within thirty (30) days after discovering a suspected defect in any product, but in any event prior to the expiration of the applicable Standard Equipment Warranty Period. Notice to a D&V dealer, systems integrator, sales representative or other third party is not notice to D&V. Following its receipt of any such customer notice, D&V will determine whether the reported problem is covered by this Standard Equipment Warranty. If D&V determines that the problem is covered, D&V will authorize repair or replacement of the defective product, as deemed appropriate by D&V in its sole discretion.
2. Before shipping any product to D&V, the customer must obtain a written return authorization from D&V, and provide any proof of warranty eligibility requested by D&V. Any product received by D&V without a return authorization may, at D&V's option, be returned to the customer collect. If a warranty replacement part is required, customer shall provide Purchase Order to D&V prior to shipment of the replacement, to guarantee the return of the rejected unit. Purchase Order is valid until suspected part is received and warranty is confirmed by assessment. Once a return authorization is obtained, the customer is responsible for packing and shipping the product/component to which its warranty claim relates to a service facility designated by D&V, within thirty (30) days after receipt of the return authorization. Upon receipt of replacement equipment (or part thereof), customer has thirty (30) days to tender the defective equipment (or part thereof) to the return carrier for shipment to the service center designated by D&V. If customer does not timely return the defective equipment (or part thereof), D&V shall invoice customer for the list price of such equipment (or part thereof), plus applicable shipping. Such failure to return the equipment (or part thereof) may, in D&V's discretion, be grounds for termination of the warranty and/or suspension of any future advance exchange privileges until such outstanding defective equipment has been returned.
3. D&V will provide customer with new, rebuilt, refurbished or alternate equipment (or part thereof) of equal or improved quality, as exchange equipment (or part thereof) to replace eligible defective equipment (or part thereof). Any alternate equipment (or part thereof) will meet or exceed the specifications of the replaced equipment (or part thereof). Rebuilt or refurbished equipment may bear cosmetic blemishes that do not affect performance. Unless otherwise specified by D&V in writing, repaired or replaced equipment (or parts thereof) are covered only for the remainder of the term of the applicable Standard Equipment Warranty. All defective equipment (or parts thereof) replaced by D&V become the property of D&V. D&V has no obligation to (i) service, exchange or otherwise replace any equipment (or part thereof) that has been damaged, modified, abused, misused or over-used as determined by D&V or has been used with non-D&V supplies or products that have caused damage or malfunction; (ii) paint, refinish, refurbish, restore or exchange any equipment (or part thereof) with cosmetic blemishes; (iii) service, exchange or otherwise replace any equipment (or part thereof) if the same would interfere with, impede or be redundant with normal or scheduled maintenance of such equipment (or part thereof); (iv) service, exchange or otherwise replace any equipment (or part thereof) that is within sixty (60) days of the end of its production life; or (v) provide any 3rd party application software support or service involving application hardware or replace any accessories. If D&V elects to perform any such services at customer's request, then such services will be deemed a service call and all labor, parts and materials used for the service call will be charged at D&V's then-prevailing rates.



EQUIPMENT WARRANTY EXCLUSIONS

D&V does not warrant or guarantee, and is not responsible for:

1. Defects, failures, damages or performance limitations caused in whole or in part by (A) power failures, surges, fires, floods, snow, ice, lightning, excessive heat or cold, highly corrosive environments, accidents, actions of third parties, or other events outside of D&Vs' control, or (B) customer's abuse, mishandling, misuse, negligence, improper storage, servicing or operation, or unauthorized attempts to repair or alter the equipment in any way. Customer must provide qualified technical personnel to maintain and repair the equipment.
2. Alterations and/or Modifications to any part of D&V's product, without D&V's written authorization unconditionally VOIDS the D&V Standard Warranty. Equipment built to customer's specifications that are later found not to meet customer's needs or expectations.
3. Calibration performed on any D&V product within the warranty period by a non-certified personnel will void the warranty.
4. The performance of the equipment when used in combination with equipment not purchased, specified, or approved by D&V.
5. Batteries and other consumable goods.
6. Wearable items, such as tooling, cables, part harnesses, contacts etc.

ADDITIONAL WARRANTY NOTES

1. OEM or third-party equipment that is incorporated into D&V equipment is covered under the applicable D&V Standard Equipment Warranty unless the OEM or Third-Party equipment carries its own limited warranty, in which event the OEM or third-party warranty will apply to such equipment incorporated into D&V equipment. For example and not limitation, PCs, LCDs, PLCs, motors and drives are OEM products that have a limited 1 year manufacturer's warranty.
2. Items Sold As Resale. Items sold as resale are such items that are not manufactured by D&V but may be utilized in conjunction with or independently of D&V manufactured equipment (such as computers, printers and network adapters) and shall be covered only by the specific warranty terms of the supplier or original equipment manufacturer of those items.
3. The D&V Warranty applies to the original purchaser, and is not transferrable. Used Equipment. IF THE EQUIPMENT SPECIFIED IN AN ORDER IS DESCRIBED AS USED, UNLESS OTHERWISE AGREED IN WRITING BY THE PARTIES, IT IS SOLD "AS IS" AND WITH NO WARRANTY.



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SERVICES WARRANTY

D&V warrants that the services will be performed in a professional manner (the "Services Warranty"). Notice of a breach of the Services Warranty must (i) specify in reasonable detail, the nature of the claim, and (ii) be received within ninety (90) days from the last day of performance of the services. Upon notice of a breach of the services warranty and D&V' determination of the validity of such breach of the Services Warranty, D&V will re-perform the applicable services at D&V' expense. If after reasonable opportunity D&V is unable to re-perform such services to the reasonable satisfaction of customer, customer may, as its exclusive remedy, obtain a refund of the fees paid to D&V under the applicable order for such services.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD WARRANTY POLICY STATEMENT, D&V HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. LIMITATION ON LIABILITY NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL D&V BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING LOSS OF PROFITS, WHETHER ARISING IN CONTRACT, TORT, WARRANTY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS SET FORTH HERE WILL APPLY EVEN IF THE REMEDIES OF ERROR CORRECTION, REPAIR OR REPLACEMENT, REPERFORMANCE OF SERVICES AND REFUND OF PAYMENTS COMPLETELY FAIL OF THEIR ESSENTIAL PURPOSE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIMIT OF D&V' LIABILITY (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BY STATUTE OR OTHERWISE) TO CUSTOMER OR TO ANY THIRD PARTY CONCERNING THE D&V EQUIPMENT OR SOFTWARE LICENSES SOLD TO CUSTOMER AND WARRANTED HEREUNDER, D&V' PERFORMANCE OR NONPERFORMANCE, OR IN ANY MANNER RELATED TO THIS STANDARD WARRANTY POLICY STATEMENT, FOR ANY AND ALL CLAIMS WILL NOT IN THE AGGREGATE EXCEED THE ACTUAL AMOUNTS RECEIVED BY D&V FOR THE SPECIFIC PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. GOVERNING LAW AND JURISDICTION