



## **TXO Optical Transceivers Warranty Statement**

TXO branded optical transceiver products identified as having a 3 year warranty (the "Product(s)") are warranted against defects in materials and manufacture to the original purchaser for so long as TXO/or it's supplier continues to manufacture the purchased product.

This 3 year warranty applies only to the original purchaser; it may not be assigned by operation of law or otherwise. In the event that equipment vendor pushes out a software update that renders the TXO product inoperable for coding / compatibility reasons this is not covered under the warranty. In addition accidental physical damage is not covered nor is miss-use such as using the module over shorter reach than intended without appropriate attenuation.

The sole remedy for defects in materials or manufacture of the Product shall be repair or replacement of the Product, at TXO's option. To receive service under this warranty, contact your account manager for return authorisation and shipping instructions.

Except for the limited warranties set forth above, TXO and its affiliate disclaim all other warranties, express or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose and non-infringement. The disclaimer in this paragraph shall not be limited to the original purchaser; it shall also apply to any subsequent purchaser or other applicable party.

In no event shall TXO or any of its affiliates have any liability for any incidental, special, indirect, or consequential damages. In addition, in no event shall the liability of TXO or its affiliates for any damages arising out of or in connection with the Product exceed the amount paid or payable by you for the Product principally responsible for such damages. The limitations of liability herein shall apply to any damages regardless of the theory of liability, whether derived from contract, tort (including but not limited to negligence), or otherwise, even if TXO or its affiliates has been advised of the possibility of such damages and regardless of whether the limited remedies hereunder fail of their essential purpose. Some states in the U.S. and other countries do not allow certain exclusions or limitations of liability, so portions of this paragraph may not apply to you. The limitation of liability in this paragraph shall not be limited to the original purchaser; it shall also apply to any subsequent purchaser or other applicable party.