

## MITEQ INC. WARRANTY

1. MITEQ, Inc. warrants to the purchaser that each of its products, when shipped will be free from defects in material and workmanship and will perform in full accordance with applicable specifications. The limit of liability under this warranty is at MITEQ, Inc.'s option to repair or replace any product or part thereof which shall within: (a) three years of delivery for indoor equipment, (b) two years of delivery for outdoor equipment and (c) one year of delivery for integrated assemblies or equipment having RF output powers equal to or greater than +24 dBm, be returned by the purchaser to MITEQ, Inc., at 100 Davids Drive, Hauppauge, New York, 11788, and shall, as determined by examination by MITEQ, Inc., prove defective in material and/or workmanship. Warranty returns must first be authorized in writing by MITEQ, Inc. Disassembly of any MITEQ, Inc. product by anyone other than an authorized representative of MITEQ, Inc. voids this warranty in its entirety. MITEQ, Inc. reserves the right to make changes in any of its products without incurring any obligation to make the same changes on previously delivered products.
2. Components and subsystems having been repaired by MITEQ, Inc. shall be warranted for that repair for ninety (90) days. For products that are still within the original warranty period as described above, the original warranty (if longer) will take precedence. For all SATCOM products, that portion of the system that is repaired, will be warranted for one year.
3. As a condition to the warranties provided for herein, the Buyer will prepay the shipping charges for all products returned to MITEQ, Inc. for repair and MITEQ, Inc. will pay the return shipping with the exception of rack mountable hardware returned from outside the United States in which case the buyer will pay the shipping charges.
4. The buyer will pay the cost of inspecting and testing any goods returned under the warranty or otherwise which are found to meet the applicable specifications or which are not defective or not covered by the warranty.
5. Products sold by MITEQ, Inc. shall not be considered defective or non-conforming to the Buyers' order if they (a) satisfactorily fulfill the performance requirements that were (i) provided by the Buyer to MITEQ, Inc. or (ii) as published in the Sellers' product specification literature, or (b) or in accordance with any written or verbal agreement between the Buyer and MITEQ, Inc., or (c) are in accordance with samples approved by the Buyer. This warranty shall not apply to any products or parts thereof which have been subject to accident, negligence, alteration, abuse or misuse. MITEQ, Inc. makes no warranty whatsoever in respect to accessories or parts not supplied by it.
6. Limitations of Warranty, Damages and Liability

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTEES OR REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING.

MITEQ, INC.'S AGGREGATE LIABILITY IN DAMAGES OR OTHERWISE SHALL NOT EXCEED THE PAYMENT, IF ANY, RECEIVED BY MITEQ, INC. FOR THE UNIT OF PRODUCT OR SERVICE FURNISHED OR TO BE FURNISHED, AS THE CASE MAY BE, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE. IN NO EVENT SHALL MITEQ, INC. BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, HOWSOEVER CAUSED.

7. All matters regarding this warranty shall be interpreted in accordance with the laws of the State of New York and any controversy that cannot be settled directly shall be settled by arbitration in New York, New York in accordance with the rules then prevailing of the American Arbitration Association, and judgement upon the award rendered may be entered in any court having jurisdiction thereof.
8. As required by Article 10(3) and Article 11(2) of Directive 2002/96/EC (WEEE Directive) of the European Parliament and the Council of the European Union, and in accordance with European Standard EN 50419, MITEQ Inc. labels its products with the following symbol:

This symbol indicates that the product cannot be thrown into the trash, and must be collected and treated in accordance with Directive 2002/96/EC and local regulations.

