

EverSwitch Warranty

Baran Advanced Technologies (1986) Ltd. ("Manufacturer") guarantees and warrants to the purchaser of record ("purchaser") that the EverSwitch® product is free from defects in material and/or workmanship for a period of five (5) years following the date of shipment to purchaser.

This Warranty covers the repair or replacement of the EverSwitch® product at the Manufacturer's sole discretion, and subject to the conditions stated below if the EverSwitch® product is proven defective or should fail within five years of shipment to purchaser as a result of normal use in accordance with Manufacturer's published specifications. If Manufacturer chooses to replace the EverSwitch® product, Manufacturer will replace the returned EverSwitch® product with an equivalent product as that originally purchased, including, inter alia, the graphics, termination, configuration, and electrical specifications.

This Warranty does not cover (1) loss or damage to any equipment connected, related or associated with the EverSwitch® product; (2) loss or damage that occurs as a result of (a) assembly or installation of the EverSwitch® product into the purchaser equipment, (b) misuse of the EverSwitch® product or use of the EverSwitch® product in equipment or for other uses for which it is not intended, (c) modification or repair attempts by purchaser or another person or entity, (d) force major or accident, (e) use of the EverSwitch® product in operating regimes that have not been approved by Manufacturer, or (f) the intentional destruction of the EverSwitch® product by purchaser or any person or entity; (3) the cost of labor, parts or other incidental expense for removal of the EverSwitch® product suspected to be defective; (4) the cost of labor, parts or other incidental expense for reinstallation of the EverSwitch® product, and (5) service calls.

THIS WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED OR IMPLIED. THERE ARE NO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MANUFACTURER WARRANTY AND GUARANTEE OBLIGATIONS AND PURCHASER REMEDIES HEREUNDER ARE SOLELY AND EXCLUSIVELY AS STATED HEREIN. MANUFACTURER LIABILITY. WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, SHALL NOT EXCEED THE LESSER OF THE COST OF REPAIR OR THE REPLACEMENT COST OF THE EverSwitch® PRODUCT WHOSE DEFECT OR FAILURE IS THE BASIS OF THE DAMAGE CLAIM. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE OF FACILITIES OR EQUIPMENT OR OTHER INCIDENTAL CONSEQUENTIAL OR PUNITIVE DAMAGES.

Seller makes no other express or implied warranty or guarantee for the EverSwitch® product. No agent, representative, dealer or employee of Seller has the authority to increase or to alter the obligations or limitations of this Warranty. The terms and conditions of this Warranty shall be construed in accordance with the laws of Israel. To obtain performance under this warranty the purchaser must report any suspected defect or failure in writing addressed to Baran Advanced Technologies (1986) Ltd. at 18 Tzoran boulevard, Kiryat Gat, 8258100, Israel.

Failure to notify the Manufacturer of a suspected defect or failure, may extinguish the purchaser rights under this Warranty at the discretion of the Manufacturer. MANUFACTURER'S PRIOR WRITTEN CONSENT MUST BE OBTAINED BEFORE PURCHASER SEND ANY EverSwitch® PRODUCT TO MANUFACTURER FOR REPAIR OR REPLACEMENT. Once the purchaser have received written approval, the product must be forwarded, freight prepaid and insured (or assume the risk of loss or damage during shipment), to the Manufacturer-Baran Advanced Technologies (1986) Ltd. at 18 Tzoran boulevard, Kiryat Gat, 8258100, Israel.