
WARRANTY I
General Provisions

MICROWAVE TUBES, RECEIVER PROTECTORS, MODULATORS

CPI warrants its Products, Software and Services according to these general warranty provisions and the supplemental warranty provisions applicable to specific products.

1. GENERAL LIMITED WARRANTY

CPI warrants products, parts and accessories manufactured and sold by CPI ("Products") and firmware and software media furnished by CPI in or for use with Products ("Software") to be free from defects in material and workmanship in substantial compliance with operational features of published CPI specification at the time of sale. CPI makes no warranty that the operation of any Software will be uninterrupted or error free. CPI's warranty for services provided by CPI in connection with Products ("Services") shall be as stated in CPI terms and conditions of service for specific Products.

2. WARRANTY PERIODS

CPI's warranty shall begin and continue for the period(s) specified on the reverse side, or as stated on CPI's quotation, or as agreed in writing by CPI, under the conditions below and on the reverse side.

3. WARRANTY REMEDIES

Buyer's sole and exclusive remedy under warranty shall be repair or at CPI's option replacement of defective Products, parts, accessories or Software. If in CPI's opinion such repair or replacement is not feasible, or if such remedy fails of its essential purpose, CPI may refund or credit a portion of any sum paid by Buyer for the Product, Software or Service. In-warranty repair or replacement parts are warranted only for the unexpired portion of the original warranty period.

4. GENERAL EXCLUSIONS FROM COVERAGE

CPI's warranties shall not apply to the extent that malfunction is caused in CPI's reasonable opinion by (1) accident, abuse, alteration, misuse or neglect, (2) failure to use Products under normal operating conditions or environment, or within CPI specific ratings, or according to any operating instructions provided by CPI, (3) lack of routine care or maintenance as indicated in any CPI operating or maintenance instructions, (4) failure to use or take any proper precautions under the circumstances, (5) user modification of any Product or Software, or (6) latent defects discovered after expiration of the applicable warranty period. Additional exclusions from coverage may apply to specific CPI Products.

5. OTHER SUPPLIER WARRANTIES

Warranties given by other suppliers of equipment, accessories, components or computer software not owned by CPI but incorporated by CPI on or into Products are passed on to Buyer and shall apply only to the equipment, accessories, components or computer software of which they are a part. CPI shall have no liability under warranties provided by other suppliers, nor shall CPI have any liability for failure of other suppliers to perform under their warranty. CPI's liability under warranty shall be determined solely by CPI's warranty, including all its exclusions and limitations.

6. EXCLUSION OF IMPLIED WARRANTIES

This limited warranty is expressly in lieu of and EXCLUDES all other express or implied warranties including but not limited to warranties of MERCHANTABILITY and of FITNESS for a particular purpose, use, or application.

7. LIMITATIONS ON DAMAGES AND LIABILITY

CPI's total liability in damages or otherwise shall not exceed the payment, if any, received by CPI for the unit of products, service or software furnished or to be furnished resulting in the loss or damage claimed. In no event shall CPI be liable for incidents, consequential, indirect, punitive or special loss or damages of any kind, such as, but not limited to, lost business revenue, lost profits or costs of downtime resulting from CPI's products, services or software, however caused, whether based on contract, tort (including negligence) or any other legacy.

Liability to third parties for bodily injury, including death, resulting from CPI's performance or Products shall be determined according to applicable law. Patent infringement liability shall be determined solely according to the "Patents and Other Intellectual Property Rights" provision of CPI standard terms and conditions of sale. No claims, regardless of form, arising out of, or in any way connected with Products, Software or Services furnished by CPI, may be brought by Buyer more than one (1) year after the cause of action has accrued or CPI's performance has been completed or terminated whichever is earlier.

**WARRANTY II
Supplemental Provisions**

MICROWAVE TUBES, RECEIVER PROTECTORS, MODULATORS

Communications & Power Industries ("CPI") warrants its Microwave Tubes, Receiver Protectors and Modulators ("Products") according to CPI Warranty General Provisions. In case of conflict with CPI Warranty General Provisions, the following shall govern:

WARRANTY

CPI warrants the Products it manufactures to be free from defects in material and workmanship and to be in substantial compliance with operational features of CPI's published specifications at the time of sale. CPI's warranty shall begin on date of shipment from CPI and continue for a period of twelve (12) months, or as specified on CPI's quotation, or as agreed in writing by CPI, per the agreed Warranty Code. If no period of time is stated, then warranty is limited to thirty (30) days from date of shipment from CPI.

Warranty Codes and Maximum Warranty Periods

A-No Warranty	K-16 Month Pro rata
B-1 Month Pro rata	L1-18 Month Pro rata /
C-2 Month Pro rata	1000 hour Pro rata
D-3 Month Pro rata	L2-18 Month Pro rata /
E-6Month Pro rata	5000 hour Pro rata
F-9 Month Pro rata	M-20 Month Pro rata
G-12 Month Pro rata	N-24 Month Pro rata
G1-12 Month/1000 hour Pro rata	N1-24 Month Pro rata /
G5-12 Month/500 hour Pro rata	1000 hour Pro rata
G5K-12 Month/5000 hour Pro rata	O-26 Month Pro rata
H-13 Month Pro rata	P-30 Month Pro rata
I-14 Month Pro rata	Q-36 Month Pro rata
J-15 Month Pro rata	R-60 Month Pro rata
Z-Any other specified period	

When one of these Warranty Codes, or the maximum hours of keep alive, filament, heater or RF operation or the maximum number of months after shipment, is stated in CPI's quotation, or is otherwise agreed to by CPI, the price includes the warranty coverage specified. Warranties other than as specified by CPI may be purchased for an additional charge.

REMEDIES/ADJUSTMENTS

If CPI's examination confirms that a Product has failed from causes covered by this warranty through no fault of Customer within the applicable maximum hours of keep alive, filament, heater, or RF operation or the maximum number of months after shipment specified above, whichever first occurs, CPI will at CPI's sole option either: (1) repair the Product at no cost to Customer, or (2) make an equitable adjustment as follows: (a) either refund a prorata portion of the original purchase price, or (b) apply such prorata amount in/as a credit on a replacement order for a new Product. Refund or credit adjustment amount is determined as follows:

$$\text{Adjustment amount} = \frac{\text{Applicable Selling Price} \times \text{Maximum Warranted Hours} - \text{Total Operating Hours at Failure}}{\text{Maximum Warranted Hours}}$$

Or, if the operating hours are not given and the adjustment is made based on time:

$$\text{Adjustment amount} = \frac{\text{Applicable Selling Price} \times \text{Maximum Warranted Months} - \text{Number of Months at Failure}}{\text{Maximum Warranted Months}}$$

No adjustment will be made for failure beyond the warranted hours of operation or beyond the maximum adjustment period.

WARRANTY CONDITIONS

All remedies are expressly conditioned on all the following:

1. Repairs and adjustment must be made (or directed in writing) by authorized CPI personnel only. Unauthorized repairs or adjustments will void the warranty.
2. The Product must have been used under normal operating conditions within the respective CPI-specified ratings and in accordance with CPI operating instructions. CPI shall make the sole final determination as to whether failure occurred in normal operation (under warranty) or whether the Product was subjected to other than normal operation (excluded from warranty).
3. The Customer must give CPI written notice of Product failure prior to the end of the Product warranty period. In all cases failure shall be deemed to have occurred no more than seven days before the first date on which notice of failure is received by CPI. CPI shall determine probable hours of Product usage when no accurate records can be found.
4. The Customer must return the failed Product within 45 days following its written notice of failure.
5. The warranty period remaining on the date CPI received notice of failure shall apply to the repaired or replaced Product from the date of reshipment to Customer. Only products shipped as paid replacements shall have a new Warranty.
6. Customer shall be responsible for and shall immediately file claims against the carrier in cases of loss or damage to Products during either the initial shipment to Customer or the Customer's return to CPI for repair or replacement.
7. CPI shall have no warranty obligation other than as specified by the Warranty Code on CPI's quotation. If "No Warranty" (A) is specified, CPI makes no express or implied warranties, and disclaims MERCHANTABILITY and FITNESS for any particular purpose, use or application, and Customer releases CPI from any warranty liability whatsoever.
8. Subject to the WARRANTY REPLACEMENT AND ADJUSTMENT provisions of CPI Standard Terms and Conditions of Sale (paragraph 10), the following WARRANTY RETURN PROCEDURES apply:

Before initiating return procedures, determine that the Product is itself at fault. Please call the local CPI Field Office for assistance in determining the problem and in obtaining satisfactory performance from the Product. This may save shipping time and expense and may minimize equipment downtime.