

WARRANTY

Vishay Measurements Group, Inc., warrants that Micro-Measurements products are fit for the purpose for which they were intended by the supplier and guarantees said items against defects in workmanship or material for a period of ninety (90) days, or otherwise specified limits, from date of delivery. Every reported case of nonstandard material is thoroughly investigated by our Quality Assurance Department. It should be recognized that there is no method to 100% test our type of products since many tests would be destructive. Both Vishay Measurements Group, Inc. and the purchasers must depend upon statistical sampling techniques that have in the past proved to be reliable and economical in respect to the cost of the product.

This warranty is in lieu of any other warranties, expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose. There are no warranties which extend beyond the description on the face hereof. Purchaser acknowledges that all goods purchased from Vishay Measurements Group, Inc. are purchased as is, and buyer states that no salesman, agent, employee or other person has made any such representations or warranties or otherwise assumed for Vishay Measurements Group, Inc. any liability in connection with the sale of any goods to the purchaser. Buyer hereby waives all rights buyer may have arising out of any breach of contract or breach of warranty on the part of Vishay Measurements Group, Inc., to any incidental or consequential damages, including but not limited to damages to property, damages for injury to the person, damages for loss of use, loss of time, loss of profits or income, or loss resulting from personal injury.

Some states do not allow the exclusion or limitation of incidental or consequential damages for consumer products, so the above limitations or exclusions may not apply to you.

The Purchaser agrees that the Purchaser is responsible for notifying any subsequent buyer of goods manufactured by Vishay Measurements Group, Inc. of the warranty provisions, limitations, exclusions and disclaimers stated herein, prior to the time any such goods are purchased by such buyer, and the Purchaser hereby agrees to indemnify and hold Vishay Measurements Group, Inc. harmless from any claim asserted against or liability imposed on Vishay Measurements Group, Inc. occasioned by the failure of the Purchaser to so notify such buyer. This provision is not intended to afford subsequent purchasers any warranties or rights not expressly granted to such subsequent purchasers under the law.

This catalog list a variety of standard products commercially offered to all our customers. The prices shown are based upon Vishay Measurements Group, Inc.'s standard terms and conditions, the only valid terms and conditions that will apply. Any modification or addition to these terms and conditions could result in a pricing change for these products, and would require negotiation.

If Source Inspection is required by the Buyer, it would be arranged at a mutually agreed upon time by the Buyer and Vishay Measurements Group, Inc. A fee which is commensurate with the costs associated with displacing key, qualified, technical specialists from their normal duties will be charged to the Buyer for such inspection.

Vishay Measurements Group, Inc. is solely a manufacturer and assumes no responsibility of any form for the accuracy or adequacy of any test results, data, or conclusions, which may result from the use of its equipment.

The manner in which the equipment is employed and the use to which the data and test results may be put are completely in the hands of the Purchaser. Vishay Measurements Group, Inc. shall in no way be liable for damages consequential or incidental to defects in any of its products.

LIMITATION OF REMEDY: In the event any discrepancy is found to be Vishay Measurements Group Inc.'s responsibility, the buyer's sole and exclusive remedy will be the replacement of, or full credit for, the discrepant product.

We will provide immediate assistance to the best of our ability in locating and identifying the source of any difficulties involving our product.

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