

Product Warranty

AC Photonics, Inc. (AC) offers a limited warranty, up to one year period (warranty period), effective from the date of delivery, to the receiver of AC's products so delivered, pursuant to the receiver's original purchase order issued to AC, against defects in material or (and) workmanship, caused by failure to meet AC's published specifications of the shipped products referenced herein, if such defects are properly reported to AC, in written notice, and the defective products are returned to AC, in compliance to AC's Return Material Authorization (RMA) procedure, during the applicable warranty period.

Within the applicable warranty period so stated herein, at AC's sole discretion, upon review of the defective products returned, and confirmation of the reported defects, AC's entire liability and the receiver's exclusive remedy shall be limited to one of the two options specified henceforth: (a) refund or credit back of the payment applicable to the defective products, or (b) replacement of the products with proven defects.

This Limited Warranty shall be deemed void, at AC's sole discretion, upon review of the returned products, if the product defects are found to have been caused by any abuse, misuse, mishandling, misapplication, or accidents beyond AC's control. Any suggestions, offered by AC in customer care efforts, for the application of AC's products, do not assume any liability for any damages that may result from the use of its products.

This Limited Warranty supersedes all other warranties, if any, whether verbal or written, express or implied, including, but not limited to, with respect of the products referenced herein, any warranties of merchantability, infringement, or fitness for a particular purpose.

Doc #: CP-MS-001, Rev A
Issue date: 02/05/2009