



Kulite Semiconductor Products, Inc.

One Willow Tree Road
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Kulite Semiconductor Products, Inc.'s Warranty and Returns Policy (Jan 2021)

1. Warranty Period

- All Kulite manufactured products are warranted against defects in material and workmanship for a period of twelve (12) months from the Date of Shipment under normal use and operation unless otherwise agreed.
- For product warranties determined by flight hours, such information must be provided with the initial return, otherwise it will be excluded from warranty determination.

2. RMA Number

If a customer wishes to return any product, contact Kulite's Customer Service Department via e-mail customerservice@kulite.com or by phone (201) 461-0900. A Return Material Authorization ("RMA") number provided by the Customer Service Department is required prior to returning a product to Kulite. RMA request must contain serial number(s) and a short explanation of the complaint.

3. Warranty Exclusions

Kulite is not responsible for out of warranty returns. Out of warranty returns are products where there has been:

- (i) improper installation or testing;
- (ii) failure to provide a suitable operating environment;
- (iii) use of the products for purposes other than that for which they were designed;
- (iv) failure to monitor or operate the products in accordance with customer's specifications and good industry practice;
- (v) unauthorized attachment or removal or alteration of any part of the products;
- (v) unusual mechanical, physical or electrical stresses;
- (vii) modifications or repairs done by other than the Kulite;
- (viii) mishandling during shipment of the products; or
- (ix) any other abuse, misuse, neglect or accident not attributable to Kulite products where the warranty period has expired.

4. RMA Replacement and Test Procedures

- The evaluation of the product returned under an RMA requires a minimum of three (3) weeks after receipt at Kulite.
- For returned products determined to be covered under warranty:
 - If returned product is determined as "no fault found", customer will be charged a standard fee of \$520.00. Such product will be returned to customer after approval of fee.
 - If returned product is determined to be nonconforming with specifications, such products will be replaced free of charge unless otherwise agreed.
- For returned product determined to be out of warranty:
 - A standard fee of \$520.00 applies.
 - If returned product is determined as "no fault found", it will be returned to customer after approval of fee.
 - If returned product is determined to be nonconforming with specifications, such product can be returned to customer, upon customer's request, or scrapped at Kulite after approval of fee.
- The standard fee covers the initial evaluation only. Additional fees may apply to any additional testing or a complete failure analysis.

5. Shipping

- All RMA packages should be shipped to the following address:
Kulite Semiconductor Products, Inc.
Attn: Repair Station Manager
One Willow Tree Road
Leonia, NJ 07605
- **Domestic returns:**
Customer is responsible for return freight charges for all products returned to Kulite under a RMA. All shipments shall be **FOB** Leonia, NJ (Incoterms 2010) unless given express written permission by Kulite to ship under different commercial terms.
- **International returns:**
Customer is responsible for all return freight charges, and applicable duties and customs charges for all products returned to Kulite under a RMA. All shipments shall be **DDP** (Incoterms 2010) unless given express written permission by Kulite to ship under different commercial terms.
 - All products listed on the United States Munitions List (“USML”) must be returned to the United States of America in accordance with the U.S. Department of State regulations. It is the customer’s responsibility to follow the correct return procedures. All costs associated with USML screening, clearance, customs brokers, delivery or messenger services to Kulite shall be at customer expense.
- **Kulite’s responsibility:**
Kulite is responsible for the freight and applicable duties and customs charges for products returned to customer which are covered under warranty, unless products are out of warranty returns or no fault has been found.

6. Exclusive remedies

- **The liability of Seller for losses or damages arising from Seller’s breach of warranties hereunder is limited to full refund of the purchase price or, at customer’s option, repair or replacement of product.**
- **THE REMEDIES PROVIDED HEREIN ARE CUSTOMER’S SOLE AND EXCLUSIVE REMEDIES FOR KULITE’S BREACH OF THE PROVIDED WARRANTIES, AND, UNLESS OTHERWISE MUTUALLY AGREED IN WRITING, IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- **KULITE SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.**

7. General:

- Kulite maintains a certified FAA, EASA, and CAAC repair station.
- Kulite is an original equipment manufacturer. Kulite certifications are not recalibrations since Kulite products cannot be re-calibrated.
- Kulite does not accept debits for any returned product until Kulite completes its evaluation and determines that the product is covered under warranty.
- Kulite does not overhaul its products. Products are non-repairable and no maintenance adjustments can be made. However, Kulite will retest and recertify, if products are found to be within performance specifications. The recertification does not extend the original warranty period.