SOLAR ELECTRONICS COMPANY
a division of A.T. Parker, Inc. | EMI solutions since 1960
sales@solar-emc.com | 800-952-5302 | 818-755-1700
Orders / Production / Bill to / Ship to:
10866 Chandler Blvd. | North Hollywood, CA 91601-2945
Payments: accounting@solar-emc.com
5238 Laurel Canyon Blvd., North Hollywood, CA 91607

Limited Warranty and Additional Terms and Conditions

Any offer, acceptance or terms of a contract between Solar Electronics Company and the purchaser of any products or services from Solar Electronics Company are limited to the terms and conditions herein and as specified on the Solar Electronics Company form of Quote (the "Terms"), and such Terms shall govern in all instances. Solar Electronics Company rejects any additional or different terms proposed by purchaser, including in any Purchase Order issued by purchaser, and if a conflict arises between any of these Terms and the terms of any of purchaser's documents, these Terms prevail.

Warranty: Solar Electronics Company warrants its new products for a period of two (2) years from date of shipment to be free from defects in materials and workmanship under normal and proper use. In the case of repairs and/or calibrations, the products are warranted for 60 days from date of shipment to be free from defects in materials and workmanship under normal and proper use.

EXCEPT WHERE PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THE ONLY WARRANTIES APPLICABLE TO SOLAR ELECTRONICS COMPANY PRODUCTS AND SERVICES. SOLAR ELECTRONICS COMPANY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The sole remedy of purchaser for a breach of the applicable warranty is limited to Solar Electronics Company replacing, repairing or issuing credit, at Solar Electronics Company's discretion, for any Solar Electronics Company product which is returned by purchaser during the warranty period, provided that:

(A) Purchaser notifies Solar Electronics Company in writing upon discovery of such defects, and purchaser requests, completes and returns a Solar Electronics Company Return Authorization Form;
(B) The defective product is returned to Solar Electronics Company at 10866 Chandler Boulevard, North Hollywood, California 91601; and
(C) Solar Electronics Company's examination of such product discloses, to Solar Electronics Company's satisfaction, that such defects exist and have not been caused by normal wear and tear, misuse, neglect, improper installation, improper storage, improper test setup, repair, alteration, accident, shipping or improper handling.

If the product is deemed eligible for warranty coverage, Solar Electronics Company will pay for return shipment to purchaser. If the product is deemed ineligible for warranty coverage, purchaser is also responsible for all return shipping costs.

No Return or Refund: Solar Electronics Company products are custom made to order and therefore are not eligible for return or refund.

No Consequential Damages; Limitations: Except where prohibited by law, in no event shall Solar Electronics Company be liable to purchaser for consequential, special, incidental, or indirect damages, even if the claimed damages were caused by a warrantable defect. In no event shall any warranty obligation or other liability of Solar Electronics Company to purchaser exceed the original purchase price of the Solar Electronics Company product purchased by purchaser.

Taxes: In case any duty, tax, excise or charge is levied or collected on or in connection with the manufacture, processing, transportation, delivery or sale of product by Solar Electronics Company, or the rate thereof is hereafter increased, an amount corresponding thereto shall be added to the price to be paid by the purchaser.

Tile; Risk of Loss: Title and risk of loss for any Solar Electronics Company product shall pass to purchaser upon delivery of product by Solar Electronics Company to the carrier at the shipping point. Purchaser will insure product during shipment and claims for loss or damage in transit will not be recognized by Solar Electronics Company.

Force Majeure: Solar Electronics Company shall not be liable to purchaser for any delay or failure in performance caused by acts beyond Solar Electronics Company's reasonable control, including without limitation, acts of God, war, vandalism, sabotage, terrorism, accidents, fires, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable equipment, material, labor, or transportation, acts of subcontractors, interruption of utility services, acts of any unit of government or governmental agency, or any similar or dissimilar cause.

Intellectual Property: Solar Electronics Company shall solely own and retain, at all times, all intellectual and/or proprietary rights and property, whether registered or unregistered, used in connection with the production of, incorporated or embodied in or related to the Solar Electronics Company products, including without limitation patents, trademarks, copyrights, trade secrets, designs, technical data, know-how, drawings, code and concepts (collectively, "Intellectual Property"). The purchase of a product from Solar Electronics Company by purchaser does not transfer to purchaser any ownership rights in any Intellectual Property, all of which shall remain the sole and exclusive property of Solar Electronics Company. Purchaser shall not, and shall not permit any third party to, reverse engineer, disassemble, or decompile any part of any product, or use any Intellectual Property for the purpose of creating derivative works or competing products.

Governing Law: The contract shall be governed by the laws of the State of California, without regard to its conflict of laws provisions. Purchaser further agrees to submit to the jurisdiction of the State of California.