

# Newton Optics Lifetime Warranty.

## Newton Optics Product Ranges: Optical Transceivers & Cables

Newton Optics branded products identified as having a limited lifetime warranty (the "Product(s)") are warranted against defects in materials and manufacture to the original purchaser for so long as Newton Optics continues to manufacture the purchased Product.

This Lifetime Limited Warranty applies only to the original purchaser; it may not be assigned by operation of law or otherwise. The sole remedy for defects in materials or manufacture of the Product shall be repair or replacement of the Product, at Newton Optics option. To receive factory service under this warranty, contact your point of purchase for return authorisation and shipping instructions.

Except for the limited warranties set forth above, Newton Optics and its affiliates disclaim all other warranties, express or implied including without limitation any implied warranties of merchantability, fitness for a particular purpose and non-infringement. The disclaimer in this paragraph shall not be limited to the original purchaser; it shall also apply to any subsequent purchaser or other applicable party.

In no event shall Newton Optics or any of its affiliates have any liability for any incidental, special, indirect, or consequential damages. In addition, in no event shall the liability of Newton Optics or its affiliates for any damages arising out of or in connection with the Product exceed the amount paid or payable by you for the Product principally responsible for such damages. The limitations of liability herein shall apply to any damages regardless of the theory of liability, whether derived from contract, tort (including but not limited to negligence), or otherwise, even if Newton Optics or its affiliates has been advised of the possibility of such damages and regardless of whether the limited remedies hereunder fail of their essential purpose. Some states in the U.S. and other countries do not allow certain exclusions or limitations of liability, so portions of this paragraph may not apply to you.

The limitation of liability in this paragraph shall not be limited to the original purchaser; it shall also apply to any subsequent purchaser or other applicable party.

