

COHEN ELECTRONICS

ORIGINAL PURCHASES ONLY

Cohen Electronics (hereinafter Seller) warranties extend to authorized clients only. No warranty offered by Seller is transferable. Seller specifically disclaims any warranty to any party who did not directly purchase from Seller.

WARRANTY COVERS NORMAL USE ONLY

Each of Cohen Electronics Warranties covers defects arising under normal use only and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature or improper installation or repairs.

THE WARRANTY COVERAGE TERMS

The following warranty coverage terms begin on the date of shipment to Buyer.

- Cohen Electronics manufactured products that are considered defective. (30 days).

WARRANTY REQUIREMENTS

- Warranty coverage requires proof of purchase documentation (invoice or packing slip).
- Goods must be returned properly packaged in their original shipping container or in an equivalent, ESD safe container.
- Goods must be returned with adequate packaging to ensure that they are not damaged in transit.
- Cohen Electronics disclaims any responsibility for goods packaged in such a way that they are likely to be damaged in transit.
- Modification to or tampering with any Cohen Electronics product including any labels, stickers or markings of any kind shall immediately void the applicable warranty.

NO WARRANTY WITH RESPECT TO CUSTOM PRODUCTS

No warranty is made with respect to custom products produced to original Buyer specifications, except as specifically stated in writing by Cohen Electronics.

WHO MAKES THE DETERMINATION OF CAUSE?

Cohen Electronics shall make the final determination as to the existence and cause of any defect.

RETURN POLICY

The customer is responsible for all shipping costs, including freight insurance for goods shipped to Cohen Electronics. If Cohen Electronics elects to repair or replace goods deemed to be within warranty, Cohen Electronics shall pay shipping costs, including freight insurance. If goods are deemed to be outside of warranty they will be returned to the customer at the customer's expense and at the customer's own risk. Seller is not responsible for damage to goods out of warranty incurred in transit.

MODIFICATION TO HARDWARE AND SOFTWARE

Cohen Electronics reserves the right to make modifications to both hardware and software without prior notification.

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COUNTERFEIT MODULES

Cohen Electronics will not repair or replace any product that we determine was not manufactured by Cohen Electronics (counterfeit modules).

BUYERS REMEDY

For any claim made under warranty, Buyer's exclusive remedy shall be limited, at the Seller's election, to repair or replace the defective Products, or crediting of the same against future purchases by Buyer at the original purchase price or fair market value, whichever is lower.

SOLE WARRANTY

COHEN ELECTRONICS SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF BUSINESS INVESTMENT, LOSS OF GOODWILL, AND/OR INTERFERENCE WITH BUSINESS RELATIONSHIPS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COHEN ELECTRONICS SHALL NOT BE LIABLE IN THE EVENT THAT THE PRODUCTS OR ANY DEFECT THEREIN CAUSE ANY DAMAGE TO OR FAILURE OF OTHER EQUIPMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO THE EXTENT THAT IT IS ILLEGAL OR UNENFORCEABLE UNDER APPLICABLE LAW.

In no event shall Cohen Electronics liability exceed the purchase price of the defective product.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so these limitations may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

NON-ASSIGNABILITY OF WARRANTY

THIS WARRANTY IS THE ONLY WARRANTY MADE BY SELLER WITH RESPECT TO THE PRODUCTS. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND BY THE SELLER OR ANY PERSON WHO IS AN AGENT, EMPLOYEE, OR OTHER REPRESENTATIVE OF SELLER, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.