

Teradyne, Inc.
Standard Warranty
Assembly Test Division, MilAero

Teradyne, Inc. (“Teradyne”) warrants for one year that equipment manufactured by Teradyne (the “Equipment”) will be free of defects in workmanship and materials (the “Equipment Warranty”). Teradyne does not warrant that the operation of the Equipment will be uninterrupted or error free. This Equipment Warranty commences (1) on the date of shipment of the Equipment (if not installed by Teradyne) or (2) on the date of installation of the Equipment (if installed by Teradyne) or (3) six weeks after the date of shipment (if to be installed by Teradyne, but installation has not been completed through no fault of Teradyne). Installation of the Equipment occurs upon successful completion of Teradyne’s installation procedures. During the Equipment Warranty period Teradyne will service, adjust, or replace any non-conforming part(s) returned under this Equipment Warranty at no charge to Customer.

For Equipment installed by Teradyne, on-site repair, limited to servicing, adjusting, or replacing part(s), will be performed during the first 90 days of the Equipment Warranty period at no additional cost to Customer.

Teradyne warrants for 90 days after shipment that third party software and drivers provided by Teradyne as part of the Equipment, and Teradyne-supplied peripherals connected to the Equipment, such as computers, will be free of defects in workmanship and materials. Teradyne’s options and sub-systems will be covered by the same Equipment Warranty as the Equipment to which they are attached or for 90 days after shipment, whichever is longer.

Teradyne warrants that Test Program Set (TPS) Software and associated Interface Fixtures and Applications will be free of defects in material and workmanship for 90 days after acceptance. Acceptance or rejection of services shall not exceed 10 days after completion of services or 10 days after delivery to the FOB delivery point.

This Equipment Warranty applies only to normal use of the Equipment and shall be void if Teradyne determines that defects or non-conformities of the Equipment were caused by Customer’s negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the Equipment. This Equipment Warranty does not extend to consumable items or to mechanical parts of the Equipment failing from normal usage. Customer’s sole remedy and Teradyne’s exclusive liability for claims against Teradyne shall be the repair or replacement of the defective or non-conforming Equipment and parts, or, if repair or replacement is not reasonably feasible in Teradyne’s opinion, then Teradyne will refund to Customer the amounts paid for the Equipment.

Teradyne warrants that any services provided by Teradyne (the “Services”) will be performed in a good and workmanlike manner. Teradyne does not warrant any amount of uptime and shall have no liability regarding any failure of any system or part to perform. Customer’s sole remedy for claims and Teradyne’s sole liability under this Services warranty is for Teradyne to re-perform the applicable Service in conformity with this warranty. Teradyne warrants that repair parts ordered, if any, will be free from defects in workmanship and materials for a period of ninety (90) days after delivery of the same. This warranty applies only to normal use of the parts and shall be void if Teradyne determines that defects or non-conformities of the parts were caused by Customer’s negligence, misuse, or accident; or by unauthorized repair, alteration or installation of the parts or the Equipment. Customer’s sole remedy and Teradyne’s exclusive liability for claims of part defect shall be the repair or replacement of the defective or non-conforming part or, if repair or replacement is not reasonably feasible in Teradyne’s opinion, then Teradyne shall refund the amount paid for such non-conforming part.

Except for TPS Software, the warranty for all other software, if any, is set forth in Teradyne’s Software License Agreement at <http://www.teradyne.com/defense-aerospace-terms-of-sale/>.

The warranties set forth above are not transferable.

THE ABOVE WARRANTIES ARE EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. TERADYNE SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.