

1. Warranty

Limited Express Product Warranties

IPG warrants to the original Buyer that the IPG Product conforms to applicable IPG Product specifications and is free from defects in materials and workmanship. These warranties start on the shipment date from IPG and continue until the end of the warranty period listed in IPG's sales order/order acknowledgement. Products manufactured by parties other than IPG bear the original manufacturer's warranty and warranty period. The obligations of IPG are limited to the repair or replacement (at IPG's option) of any Product that does not meet the IPG warranty during the warranty period. IPG warrants repaired or replaced Products under warranty only for the remaining un-expired period of time in the original warranty. IPG reserves the right to issue a credit note for any defective Products that have proved defective through normal usage; Buyer debit memos are not allowed. This warranty governs over any conflicting terms in Buyer's purchase order or other IPG documents.

Warranty Limitations

This warranty excludes and does not cover defects or damage resulting from any of the following: output terminations (including without limitation bare fiber, fiber cables, fiber connectors, external couplers and collimators); unauthorized modification, misuse, disassembly or opening, neglect, or damage from accident; operation outside specifications or product ratings; user software or interfacing; components and accessories manufactured by companies other than IPG, which have separate specifications; improper or inadequate installation, site preparation or maintenance; or failure to follow information and precautions contained in the operating manual. Fiber delivery cables are not warranted. All products or components (including software) identified as experimental, prototypes or to be used in field trials are not warranted and are provided to the Buyer on an "as is" basis. IPG assumes no responsibility for Buyer or third-party supplied material, components, systems or equipment. Products and repaired Products may contain components that have been previously used in other products, however such Products meet IPG Product specifications for newly manufactured Products. The Buyer must give prompt notification to IPG of any claim under the warranty in writing. IPG has no responsibility for warranty claims more than 30 days after the Buyer discovers or becomes aware of the claimed defect. Buyer is responsible for providing appropriate utilities and operating environment as stated in the operating manual and the specifications. This warranty applies only to the original Buyer at the initial installation or delivery point. Buyer must make all claims under this warranty and no claim will be accepted from any third party.

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