

DOMESTIC AND INTERNATIONAL WARRANTY

LEXEL

IMAGING SYSTEMS, INC



A VIDEO DISPLAY COMPANY

1. This Warranty shall apply to all Cathode Ray Tubes (CRT) and Direct View Storage Tubes (DVST) (herein referred to as "TUBES") manufactured by LEXEL IMAGING SYSTEMS, INC. (herein referred to as "LEXEL"). Due to their nature and varying applications, developmental TUBES are not warranted except as to the extent provided in paragraph 15 hereof.
2. The maximum warranty period for each TUBE shall be 12 months after shipment. Under no circumstances shall the warranty period extend beyond 12 months after shipment, except as outlined in paragraph 6 herein.
3. TUBES which LEXEL determines to have been defective in material or workmanship within 30 days after shipment by LEXEL shall be repaired or replaced without charge to Buyer, or the original purchase price thereof shall be refunded to Buyer. LEXEL shall have the sole option to elect the type of corrective action employed. Replacement TUBES furnished by LEXEL to Buyer under this paragraph are not warranted beyond the remainder of the original warranty period.
4. TUBES which LEXEL determines to have been defective in material or workmanship more than 30 days after shipment by LEXEL but within the warranty period shall be repaired or replaced without charge to Buyer, or an adjusted credit amount shall be refunded to Buyer. LEXEL shall have the sole option to elect the type of corrective action employed. Replacement TUBES furnished by LEXEL to Buyer under this paragraph are not warranted beyond the remainder of the original warranty period.

The amount of credit adjustment shall be the original purchase price of the TUBE multiplied by the ratio of the unexpired portion of maximum warranty period at the time the TUBE is received by LEXEL to the maximum warranty period. LEXEL shall have the sole option to elect the type of corrective action employed.

Repairs made under this Warranty are not warranted beyond the remainder of the warranty period. Under no circumstances shall the period be extended due to repairs made hereunder.
5. This warranty applies only to claims which are presented by Buyer in writing to LEXEL prior to (15) days of the expiration of the warranty period.
6. The warranty period will be suspended for, and warranty time will not accrue or be charged to TUBES in the custody of LEXEL, while (a) defective TUBES are being repaired or replaced, or (b) the TUBES are being evaluated to determine the existence, cause of, or responsibility for an alleged defect.
7. OTHER THAN THOSE EXPRESSLY STATED HEREIN, LEXEL MAKES NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO TUBES. PRODUCTS FURNISHED TO BUYER'S DESIGN ARE NOT WARRANTED IN ANY RESPECT EXCEPT AS TO CONFORMITY WITH SUCH DESIGN.

8. LEXEL SHALL NOT BE LIABLE FOR (A) ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, OR (B) ANY DELAY OR LOSS OF USE, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS.
9. TUBES believed by the Buyer to be defective shall be returned to LEXEL with transportation and insurance prepaid by Buyer. Prior to such return, Buyer shall obtain a return authorization and transportation and packing instructions from LEXEL. Buyer's failure to obtain a return authorization may delay the processing of a TUBE.

All claims and correspondence should be addressed as follows:

LEXEL IMAGING SYSTEMS, INC.
Attention: Tube Warranty
510 Henry Clay Blvd.
Lexington, Kentucky 40505-4050

10. LEXEL shall make the full determination as to (a) the existence and cause of a defect, (b) whether a TUBE is a production type or developmental TUBE, (c) whether a TUBE is covered by this Warranty, and (d) if covered, whether corrective action will be repair, replacement or refund of the credit adjustment.
11. Inspection to determine the existence or cause of a defect may result in the destruction of a TUBE. If LEXEL, during such inspection, determines that a Tube is not defective or that LEXEL is not responsible for the defect, Buyer shall not be entitled to a replacement, refund, or repair.
12. Repaired TUBES and replacements for TUBES which are determined by LEXEL to be covered under this Warranty will be shipped F.O.B. Buyer's location with transportation and insurance prepaid by LEXEL. If Buyers' location is Hawaii, Alaska, or any other point beyond the continental limits of the United States, transportation and insurance beyond the continental limits of the United States shall be paid by Buyer.
13. If a returned TUBE is not defective or LEXEL is not responsible for the defect, LEXEL shall notify Buyer. Unless other arrangements are made by Buyer within 30 days after such notification, LEXEL will return the Tube or its fragments, if destroyed in inspection "as is" to Buyer freight collect. LEXEL reserves the right to charge a "Test and Evaluation" charge of \$250 on all TUBES returned when no fault is found or when a customer complaint cannot be verified.
14. This warranty does not apply to TUBES which have been subjected to abuse, alteration, improper application or installation, or accident or negligence in use, storage, transportation, or handling.
15. LEXEL also warrants that it has the right to sell the TUBES, and that Buyer shall have and enjoy quiet possession thereof against any lawful claims existing at the time of sale by LEXEL.

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