



Continental Device India Pvt. Limited

An IATF 16949, ISO9001 and ISO 14001 Certified Company



WARRANTY

- (a) CDIL warrants that its Semiconductor devices sold to Buyer either directly or through one of CDIL's authorized distribution partners to be free from defects in material and workmanship for a period of two (2) years from the date of delivery and will meet CDIL's approved specifications when used within published ratings.
- (b) Development Product(s), Prototype, Non-production Product(s), samples of production Product(s) are not warranted and are provided on "As is basis" only
- (c) Buyer must advise CDIL in writing of any claims within the warranty period and on authorization by CDIL, return the Product(s) to a facility or location directed by CDIL
- (d) If the Product(s) are not as warranted, CDIL shall, at their option, either refund the purchase price of the Product(s) or provide the same or equivalent replacement Product(s)
- (e) This warranty shall not apply:
 - (i) if Products have been damaged by misuse, neglect, improper storage/installation or operation, repair, alteration, accident or for any other cause not attributable to CDIL
 - (ii) if Products have been submitted to abnormal conditions (mechanical, electrical or thermal) during storage, installation or use; or
 - (iii) if Product(s) are used in a non-standard environment (iv) if the non-conformance of Product(s) results on account of exceeding the specified maximum values (temperature limit, maximum voltage...) or from an incorrect application by Buyer, or from use other than in accordance with the relevant specification or
 - (iv) if a defect results from Buyer's choice of design or specifications for such Product(s) .

If any Product fails to conform to the warranty stated above, CDIL's sole liability, at their option, shall be to refund the purchase price or replace such Product(s). CDIL's obligation here under does not include any rework or other labour costs, additional material costs, or damage costs of any type, incident to the replacement of a defective product. CDIL does not warrant that its products will perform when incorporated in Buyer's application(s) or Buyer's end customers' application(s). In no event shall CDIL be liable in any way for loss of revenue, profits, or consequential damages of any kind.

This warranty shall not be expanded, and no obligation or liability will arise, due to technical advice or assistance, computerized data, facilities or services CDIL may provide in connection with Buyer's purchase. This warranty extends to buyer only and may be invoked by buyer only. CDIL will not accept warranty returns from buyer's customers or user(s) of buyer's product(s)

CDIL's Products are not designed for use in:

- (a) Safety critical applications such as life supporting devices or systems;
- (b) Aeronautic or aerospace applications, unless a Product is expressly designated as being designed for such application
- (c) Automotive applications or environments, unless a Product is expressly designated as being "Automotive Grade". Where the Product (s) are not designed for such use, Buyer shall use Product(s) at Buyer's sole risk. Furthermore Buyer shall indemnify CDIL, its officers, and employees and affiliates against all claims arising directly or indirectly from: Buyer's incorporation of the Products in any application or system where failure could lead to death or personal injury.

THE WARRANTY AND REMEDIES SET FORTH ABOVE CONSTITUTE CDIL's EXCLUSIVE LIABILITY, AND BUYER'S EXCLUSIVE REMEDIES, FOR ANY BREACH OF WARRANTY OR NON-CONFORMITY OF THE PRODUCT(S). THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED.