



## LIMITED WARRANTY

### Development Kit Warranty and Disclaimer

#### Limited Product Warranty

Diamond Technologies Inc (DTI) warrants that Products manufactured hereunder will be free from Defects in manufacturing workmanship for a period of thirty (30) days from the date of delivery of the Products to the Buyer. This warranty shall not apply to any Products DTI determines have been, by Buyer or otherwise, subjected to testing for other than specified electrical characteristics or to operating and/or environmental conditions in excess of the maximum values established in applicable specifications, or have been subjected to mishandling, misuse, neglect, improper testing, repair, alteration, damage, electrostatic discharge, assembly or processing that alters physical or electrical properties. This warranty does not apply to any first articles, prototypes, pre-production units, test units of a Product or development kits. Buyer shall promptly notify DTI in writing of any malfunction in the Products, which notification shall describe the malfunction in sufficient detail to permit DTI to isolate the malfunction. Upon notification from Buyer, DTI will provide Buyer with instructions on returning the Product under a warranty RMA. The Customer shall be responsible for all shipping charges; provided, however, that DTI shall pay freight costs for return of repaired or replaced defective Products covered by the Warranty. Upon receipt of any Products returned by Buyer, DTI shall test the Products in accordance with the contracted level of testing as set forth in the manufacturing process in order to isolate any malfunctions in the Product. If DTI determines that the malfunction is not due to nonconformity in the manufacturing workmanship, then DTI will seek instructions from the Buyer regarding whether DTI should return the Product to Buyer or dispose of it and the customer will be charged a service charge. If DTI is unable to isolate any malfunctions in the Product using the contracted level of testing, then Buyer is solely responsible for isolation of the malfunction and DTI will seek instructions from the Buyer regarding whether Buyer will authorize additional testing paid by the buyer on the returned Product or whether DTI should return the Product to Buyer or dispose of it. If any returned Product contains malfunctions due to nonconformity in manufacturing workmanship, then Buyer's exclusive remedy and DTI sole liability under this warranty will be for DTI, at its sole option and expense, to correct or replace the defective Product. DTI does NOT accept debit memos on RMA Products.

#### Product Use

Buyer shall be responsible for determining that the Product is suitable for Buyer's use and that such use complies with any applicable local, state, or federal law. DTI Products are intended to be incorporated into the Buyer's end product. As such DTI Products may not be complete in terms of required design and/or manufacturing related to protective considerations, including product safety measures and system level integration testing typically found in the end product incorporating DTI's Product. Buyer assumes all responsibility and liability for proper and safe handling of DTI's Products.

**Disclaimer:** THE WARRANTY STATED ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TERMS AS TO QUALITY, FITNESS FOR PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE, WHETHER IMPLIED BY CUSTOM OR LAW. Without limiting the foregoing disclaimer, Buyer understands, acknowledges and agrees that DTI does not warrant any parts, components or other materials used in the manufacture of the Products. This warranty does not apply to any software including firmware, operating system, VHDL or Verilog in programmable devices, and application code supplied by DTI or Buyer.

## PRODUCT NOTICES

This development kit is intended for use for **ENGINEERING DEVELOPMENT, DEMONSTRATION, OR EVALUATION PURPOSES ONLY** and is not considered by DTI to be a finished end-product fit for general consumer use. Persons handling the product(s) must have electronics training and observe good engineering practice standards. As such, the goods being provided are not intended to be complete in terms of required design-, marketing-, and/or manufacturing-related protective considerations, including product safety and environmental measures typically found in end products that incorporate such semiconductor components or circuit boards. This development kit does not fall within the scope of the European Union directives regarding electromagnetic compatibility, recycling (WEEE), FCC, CE or UL, and therefore may not meet the technical requirements of these directives or other related directives.

### ESD

The user assumes all responsibility and liability for proper and safe handling of the goods. Further, the user indemnifies DTI from all claims arising from the handling or use of the goods. Due to the open construction of the product, it is the user's responsibility to take any and all appropriate precautions with regard to electrostatic discharge.

### FCC Warning

This development kit is intended for use for **ENGINEERING DEVELOPMENT, DEMONSTRATION, OR EVALUATION PURPOSES ONLY** and is not considered by DTI to be a finished end-product fit for general consumer use. It generates, uses, and can radiate radio frequency energy and has not been tested for compliance with the limits of computing devices pursuant to part 15 of FCC rules, which are designed to provide reasonable protection against radio frequency interference. Operation of this equipment in other environments may cause interference with radio communications, in which case the user at their own expense will be required to take whatever measures may be required to correct this interference.