

## Limited Warranty for Alliance Semiconductor Products

Alliance warrants that any of its products furnished hereunder will at the time of shipment be free from defects in material and workmanship under normal use and service and will conform to Alliance's applicable standard written specifications, or if appropriate, to specifications accepted in writing by Alliance, for a period of one year from the date of delivery of subject component.

Alliance does not warrant that Products to be delivered hereunder will be free from design defects or errors known as "errata."

Alliance's sole liability is limited to (at Alliance's choice) replacing, repairing or issuing credit for the defective part or component, only if it has been paid for. In no event will Alliance be liable for replacing other similar fully functional components on a board or part of a lot containing said defective components. Alliance will not be liable under warranty unless: a) Alliance is promptly notified in writing upon discovery of defects by Buyer; b) the defective product is returned to Alliance, transportation charges prepaid by Buyer; c) the defective product is received within one year from the date of passing of title; and d) Alliance's examination of the product discloses to its satisfaction that the alleged defects have not been caused by misuse, neglect, improper installation, repair, alteration, accident, problem with electrical power, or usage not in accordance with product instructions. In addition, Alliance shall have no liability to Buyer to the extent such failure is caused by noncompatibility with other components used by Buyer.

This express warranty shall extend to Buyer only and not to Buyer's customers. Notwithstanding the foregoing, if any product covered by this order is designated for "developmental" or "experimental" use, no warranty whatsoever, except the warranty of this title shall be applicable thereto and Buyer shall indemnify Alliance for any and all claims or liability asserted against the Alliance in connection with such "developmental" or "experimental" products. Alliance's warranties will not be affected by rendering of technical advice in connection with the order or products furnished hereunder. Semiconductor devices are shipped subject to the following conditions of sale: All known defects have been disclosed to the Buyer prior to shipment. Alliance's warranty is limited to replacing semiconductor devices for quality or reliability defects unknown to the Alliance at the time of shipment for a period of one year from the time of shipment. Functionality is determined by the Alliance's production test program in effect at the time of shipment. Functional defects are not warranted for replacement, if either the functional defects are discovered subsequent to shipment in units that passed the production test program of the Alliance at the time of shipment, or the functional defects are known but disclosed to the Buyer prior to shipment. EXCEPT AS EXPRESSLY PROVIDED ABOVE ALLIANCE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

## Limitations of Liability

Alliance's responsibility under this, or any other warranty, implied or expressed, is limited to repair, replacement or refund, as set forth above. These remedies are the sole and exclusive remedies for any breach of warranty. Alliance is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty under another legal theory including, but not limited to, lost profits, downtime, goodwill, damage to or replacement of equipment and property, and any costs of recovering, reprogramming, or reproducing any program or data stored in or used with a system containing this product.

## **Limitation of Use in Life Support, Space & Certain other Applications**

Alliance products are not designed, intended or authorized for use in life support, life sustaining, nuclear, or other applications, including, but not limited to, transportation operating systems, in which the failure of such goods could reasonably be expected to result in personal injury, loss of life or severe property or environmental damage. Buyer acknowledges that use of Alliance products in such product applications is understood to be fully at the risk of Buyer and that Buyer is responsible for verification and validation of the suitability of Alliance products in such application. Buyer agrees that Alliance is not liable, in whole or in part, for any claim or damage arising from use in such applications. Buyer agrees to indemnify, defend and hold Alliance harmless from and against any and all claims, damages losses, costs, expenses and liabilities arising out of or in connection with such use.

## **How to Obtain Warranty Service of Alliance Products**

To obtain warranty service for Alliance Product, you may contact Alliance or Alliance's authorized distributor. Please be prepared to provide the proof that product meets warranty requirement. and submit Failure Analysis Request form (please use Failure Analysis Request form in Alliance web site: [www.alsc.com](http://www.alsc.com) and follow its instruction).

## **Failure Analysis Service provided for Alliance products**

Alliance can provide failure analysis service for Alliance products even out of warranty. Please see Failure Analysis Service and price list in Alliance web site (Support) and contact Alliance for capability.