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Warranty Policy Of Arbiter Electrotech

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Introduction

This document, “Warranty Policy Of Arbiter Electrotech”, contains all the legal terms and conditions regarding product(s) warranty that the user(s) or client(s) of Arbiter Electrotech must accept and follow if they intend to use any product(s) of Arbiter Electrotech. Please go through the document thoroughly and carefully while making sure that you understand what it expected of you, a present/probable client of Arbiter Electrotech, before consenting to the terms of this document. Note that, to consent to the terms of this document, the consenting individual must be of minimum legal age (18 years as per Bangladeshi law) to form a legal binding with any business entity.

The content of the document is sequentially listed below in tabulated form

This document contains 4 pages in numbered sequence (excluding cover-page, if any).

**** Note** – The footer of this document shows the version of the legal document, which follows the syntax [Document Type][Document Version]. Meanings of all abbreviated text and symbols are defined in the “Definitions of the Terms & Conditions”. The recommended version of “Definitions of the Terms & Conditions” for reference should not be older than the latest version of the “Legal Agreements Of Arbiter Electrotech”. In case the meaning are absent, it is recommended that the reader contacts Arbiter Electrotech.

Content

Warranty Policy (Ver : 2707/21)

	General Notice of Warranty Policy	Pg 2
1.1	Type of usage environment	Pg 2
1.2	Time Limit & Compensation	Pg 2
1.3	Physical Damage	Pg 2
1.4	Self-repairing & Self-assembly	Pg 2
1.5	Voltage, Current and Power Rating	Pg 2
1.6	Fluid damage	Pg 3
1.7	User's Responsibility	Pg 3
1.8	Third Party Item(s)	Pg 3
1.9	Third Party Component(s)	Pg 4
1.10	Damage To Host Machines/Devices	Pg 4
1.11	Defective Host Computer and DUT/SUT	Pg 4
1.12	Warranty Transfer	Pg 4

Legal Notice

By using any Arbiter Electrotech product(s)/service(s), you are accepting all the legal conditions set exclusively by Arbiter Electrotech, at its own discretion, including but not limited to “Terms and Conditions of Use”, “Warranty Policy”, “Privacy Policy”, “Combined Business Policy” and “Product and Service Ordering Policy” and “Definitions of Terms and Conditions”. If you do not agree with any of the legal conditions, you should stop using Arbiter Electrotech product(s) or service(s).

Warranty Policy (Ver : 2707/21)

General Notice of Warranty Policy

Arbiter Electrotech has a universal warranty policy that covers all of its electronic products. This warranty policy applies to all applicable electronic products of Arbiter Electrotech. Please note that Arbiter Electrotech reserves the right to change/modify/remove any/all part of this warranty policy along with any/entire terms and condition(s) and any/all involved documents at any time with/without any prior notice or consent of any other party. Furthermore, only warranty policy to take effect is the latest released version unless otherwise is stated. It is the responsibility of user to follow the terms and conditions properly. By using the product(s) of Arbiter Electrotech, the user approves that he/she has read and accepted the terms and conditions of the Warranty Policy.

Terms and Conditions of Warranty Policy

1.1 Type of Usage Environment

1.1A No warranty is provided for any device that is sold to either any institution that is of academic nature and/or is involved in providing personnel training facility or any institution where a same device can/will be used by multiple personnel with/without supervision of instructor unless otherwise is stated. However, limited warranty is provided for purchase intended for sole user even if the user is involved in academia or in industry. The term “Limited Warranty” is defined exclusively by Arbiter Electrotech.

1.2 Time Limit & Compensation

1.2A All types of warranty, provided by Arbiter Electrotech, is valid for a specific and limited amount of time. The time duration is defined by Arbiter Electrotech and can be different for different product(s). During the valid warranty period, the user/client will be compensated for any manufacturing defect or any inherent defect that leads to malfunction of the device, provided the user/client has not breached any of the policy/policies set forth by Arbiter Electrotech. The mode of compensation will be defined by Arbiter Electrotech and will depend on factors that is solely known by Arbiter Electrotech only.

1.2B The mode of compensation is solely determined by Arbiter Electrotech and will be either complete device replacement or device repair. However, under no circumstances, Arbiter Electrotech will make any refund to any user(s)/client(s) for any of its product(s)/service(s) unless otherwise is stated.

1.3 Physical Damage

1.3A Warranty is void if any part/component, including but is not limited to semiconductor component, active and/or passive component, optical component, PCB, cabling, connectors, switches, display units, sensors, glass panel, glass encapsulated sensors, product casing/housing or otherwise, are cracked, broken, melt, burned or disfigured. Also, warranty is void if any part/component including but not limited to semiconductor component, active and/or passive component, optical component, PCB, cabling, connectors, switches or casing/housing are either melt, burnt or has a burn mark on it.

1.4 Self-repairing & Self-assembly

1.4A Some version of Arbiter Electrotech products may require the user to assemble the product before using. Assembly may/will require placing the components and apply solder using a soldering iron. Repairing requires replacing soldered component from the damaged board. Both repair and assembly involve heat treatment and application of physical pressure on the board specifically while applying or removing solder. The PCB is sensitive to heat treatment and physical pressure and will be damaged if excessive heat or pressure is applied. The consequence of application of excess heat and/or pressure may result in damage, including but is not limited to damaged/dismembered/broken copper/signal trace, damaged/dismembered/broken copper pad, weakened PCB glue, peeled off via, copper pad or copper track, broken via, damaged solder mask, damaged silk overlay, broken electroplating and damaged solder mask. Furthermore, the PCB may/will contain components made of plastic, or glass that is easily damaged by any careless heat treatment. All of these aforementioned damages are a clear violation of the warranty policy.

1.5 Voltage, Current and Power Rating

1.5A Some Arbiter Electrotech product may contain a VCC power rail for powering any external electronic device(s). The VCC power rail, provided to any other power external device(s), is not intended to be used to power any circuits/devices/systems whose current requirement exceeds the absolute maximum limit of the product itself. Furthermore, the VCC power Rail may not have any “Over Voltage” or “Reverse Voltage” protection. Backfeeding any electronic product, applying over voltage through backfeeding and/or backfeeding with reverse polarity can/will damage the component(s) on the product itself.

1.5B In case the product is used to generate electrical/electronic signals, the generated signals are to be assumed as digital in nature and the output power of the product will also adheres to such nature unless otherwise is stated. No product should be used to power any circuit/device/system whose input signal power requirement/consumption exceeds the absolute maximum limit of the product (as stated in the specifications).

1.5C The input signals of the device are digital in nature and is compatible to TTL standard unless otherwise is stated. Signals going in to the product itself must be compatible to TTL standard as well. Any signal whose voltage levels exceeds the TTL standard, might cause damage to product.

1.5D Warranty will be void in case any input or output voltage, current or power rating is not followed and is beyond the absolute limits of the product, as shown in the specifications and in the user manual.

1.6 Fluid damage

1.6A Any and all damage caused by pouring/spilling any fluid on the device, that includes but is not limited to water, soft drink, alcohol or any other chemical or fluid, is out of scope of the warranty policy. Furthermore, as some of the Arbiter Electrotech may involve dangerous voltage, no user(s)/client(s) of Arbiter Electrotech product(s) can hold responsible neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partner(s) or otherwise, for any kind of damage, including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from spilling fluid on the device or by allowing fluid to enter the device.

1.7 User's Responsibility

1.7A The limits of the products are clearly stated in the product documentation and/or in the product datasheet. It is the responsibility of the user(s)/client(s) to follow the documentation/datasheet and to stay within the defined limits of the said product. Any damage, caused by exceeding any of the published absolute limits, by the user(s)/client(s), will be considered a violation of the warranty policy.

1.7B If any dangerous voltage is involved, the user(s)/client(s) is/are solely responsible for following the proper procedures and precautionary measures, while installing, operating and/or maintaining the product/device, to ensure safety of the user(s)/client(s) and any/all living beings around them. Neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, can be held responsible for any kind of damage, including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from user(s)/client(s) ignorance and inability to follow proper procedure and precautionary measures while handling dangerous voltages. Neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any kind of compensation, financial or otherwise, to any user(s)/client(s) of Arbiter Electrotech, for any damage arising from the user(s)/client(s) ignorance and inability to follow proper procedure and precautionary measures while handling dangerous voltages.

1.7C It is the sole responsibility of the user(s)/client(s) to ensure that the Arbiter Electrotech product has been deployed in an area that is in accordance with the Arbiter Electrotech recommended operating condition and recommended operating environment for the said product. Neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, are liable for paying any kind of compensation, financial or otherwise, to any user(s)/client(s) of Arbiter Electrotech, for any damage arising from the user(s)/client(s) ignorance and inability to ensure proper operating environment and/or operating conditions for any/all Arbiter Electrotech product(s) that the user is using.

1.7D Arbiter Electrotech product(s) may/will contain movable, mechanical components, mechanical switches, electrical contacts, electromechanical switches, electromechanical contacts, screw terminals, Liquid Crystal based display, exposed electrical/electronic conductors, sockets for metallic conductor, battery, or otherwise, that may/will require periodic maintenance and cleaning. Inability to ensure periodic maintenance may cause the product to malfunction or stop functioning at all. Furthermore, improper maintenance procedures may/will cause the product to malfunction, cause irreversible damage to sensitive electronics, electrical, mechanical and/or electromechanical components along with shortening of the product life expectancy. Improper maintenance procedures may also cause event, that includes but is not limited to fire, electrical shock, electrical arcing, electrical short circuits, electrical fire, rapid transition of switching states of any high power/energy handling switches, fluctuations of voltage in the related power supply network(s), or otherwise, that may lead to lethal situations that may/will inflict fatal damage to infrastructure, living beings and/or to the Public Power Supply & Distribution infrastructures. In no case, neither Arbiter Electrotech nor any of its affiliate(s), subsidiary/subsidiaries, partners or otherwise, can either be held responsible nor be made to pay any kind of compensation, financial or otherwise, to any user(s)/client(s) of Arbiter Electrotech products, for any damage arising from the user(s)/client(s) failure to not observe a periodic maintenance schedule that follows the proper maintenance procedures. Arbiter Electrotech reserves the right to reject any claim of warranty and/or any claim of unpaid/partially paid services for any Arbiter Electrotech product(s) that was damaged or rendered non-functional by lack of maintenance and/or by any improper maintenance procedures.

1.7D Arbiter Electrotech products are not meant to be used in any "Mission Critical" situations, that includes but is not limited to, lifesaving medical applications, military applications, unless otherwise is stated, explicitly by Arbiter Electrotech. It is the sole responsibility of the user(s)/client(s) to ensure that the Arbiter Electrotech product is suited for the purpose. Arbiter Electrotech along with all its affiliate(s), subsidiary/subsidiaries and partners can reject any claim of responsibilities in case of any damage, that was caused by any Arbiter Electrotech product was used in any "Mission Critical" situation.

1.8 Third Party Item(s)

1.8A Any and all items, manufactured by a third party, are out of scope of the Arbiter Electrotech warranty policy unless otherwise is stated. Third party items will include but is not limited to cables, connectors, peripherals, PCB with/without mounted components, and/or devices accompanying any Arbiter Electrotech product or otherwise. User is completely liable for using any and all third-party components. Arbiter Electrotech will not bear any responsibility nor can be held responsible for any damage including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, that may arise from using the any third-party item(s).

1.9 Third Party Component(s)

1.9A Products from Arbiter Electrotech will contain semiconductor components that are designed and/or manufactured by a third-party entity. Although Arbiter Electrotech tests all third party components in its products and components to verify its respective functionality and correctness of the specification(s) provided by the third party manufactures, Arbiter Electrotech cannot be held responsible in case of any damage including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, that may arise from using the any third party component(s). Furthermore, if any third party component(s) contains any known flaw to look out for, Arbiter Electrotech may choose to publish that flaw, drawback or otherwise, however, it will be the responsibility of the user(s)/client(s) to ensure that the known and/or published flaw, drawback or otherwise, does not cause any damage to any device, circuit, DUT/SUT or any other electronic or electrical system/sub-system, owned by the user(s)/client(s), even if that component is used in any Arbiter Electrotech product. Arbiter Electrotech is not liable to provide any warranty or any form of compensation, in any situation where damage to any Arbiter Electrotech product was caused by any third-party component(s) that has any known and published flaw, drawback or otherwise, and the user(s)/client(s) were made aware of that specific flaw, drawback or otherwise in written and/or verbal form by Arbiter Electrotech (in the user manual, brochure, flyer, promo video or otherwise). Arbiter Electrotech cannot be held responsible for any and all sort of damage, including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from using any component(s) that has known and/or published flaw, drawback or otherwise.

1.9B In case the flaw to the third party component(s) is found, by manufactures, designers or by users, after the component is used in any Arbiter Electrotech product, Arbiter Electrotech may provide “Limited Compensation” to the user(s)/client(s) of the product. The term “Limited Compensation” will be defined exclusively by Arbiter Electrotech, and the user(s)/client(s) is liable to accept the defined term for “Limited Compensation” without any contestation.

1.10 Damage To Host Machines/Devices

1.10 Some product(s) of Arbiter Electrotech, may/will require a host machine/device, namely a computer, to be connected to the Arbiter Electrotech product, for proper operation/function of the said Arbiter Electrotech product. Although Arbiter Electrotech designs and tests all its products such that, it is safe to be connected to any specific host machine/device of other party, it is the duty of the user to ensure that the host machine/device is not damaged in any way, caused by misuse of any Arbiter Electrotech product. All Arbiter Electrotech products contains guidelines, stating clearly, how the said Arbiter Electrotech product and the host machine/device is to be treated or handled, so that none of the products are damaged in any shape or form. The user is expected to follow the respective guidelines and adhere to the said guidelines strictly. Any and all sort of damage, including but not limited to physical, physiological, financial, loss of data (digital, analog, print or otherwise), loss of asset/property or otherwise, arising from ignorance of the guidelines are a clear breach of the Warranty Policy and will cause any/all warranty to be deemed void.

1.11 Defective Host Computer and DUT/SUT

1.11A Some product(s) of Arbiter Electrotech, may/will require a computer, to be connected to the Arbiter Electrotech product, for proper operation/function of the said Arbiter Electrotech product. Arbiter Electrotech expects the host computer to be in perfect working condition. The host computer’s Serial Port or USB Port must be in proper working condition i.e., the power rails and the data lines of both Serial Port and USB Port must generate power and signals, that are within RS-232 Serial Port specifications and USB Port specification respectively. Arbiter Electrotech will not provide any warranty to any Arbiter Electrotech product(s) that was damaged by any defective host computer.

1.11B The products that are design to be used in experimental or educational environment, are built with a defined level of ruggedness, however, the user(s)/client(s) should be responsible for ensuring that the product(s) is/are not connected to any DUT/SUT that exceeds the absolute maximum limits of the Arbiter Electrotech product, as mentioned in the product specification. Any damage to any part of any Arbiter Electrotech product, by any defective host machine/computer or any DUT/SUT, is not a responsibility of Arbiter Electrotech and the warranty for these specific products will be void.

1.12 Warranty Transfer

1.12A The warranty for any and all products of Arbiter Electrotech is fixed for only one user/client and is not transferable unless otherwise is stated.

1.12B In case of resell, the legal and/or permitted reseller(s) will be provided with the right to authorize a warranty of the resold item as long as the reseller holds the right to resell Arbiter Electrotech product(s). Any Arbiter Electrotech product(s) sold by a reseller without prior, formal and specific written consent from Arbiter Electrotech, will have the warranty fixed against the reseller and the fixed warranty will not be transferable to any other party. Arbiter Electrotech reserves the right to deny any warranty service(s) to any and all illegally resold Arbiter Electrotech product(s).

*** ** *END OF LEGAL AND TERMS & CONDITIONS* *** **

Document Authorized By

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2. Apr. 2022