



Warranty

Date: March 12, 2002

Subject: Vixel Warranty

The following warranty information supersedes any and all other warranty information .

Warranty

Vixel warrants its Vixel 300, 1000, 2000, 7000, 8000 and 9000 series products (hereafter "Vixel Products") will, in normal use, conform in all material respects to their applicable Specifications during the one (1) year period following shipment (hereafter "Warranty Period").

Non-Conforming Products

In the event a Vixel Product fails to so conform during the Warranty Period, Vixel shall repair same, or at Vixel's option, shall provide a replacement product. It is understood such replacement product may contain refurbished parts, which are warranted "as new". This warranty is a "return to factory" warranty.

Scope of Warranty and Exclusions

The foregoing warranty is solely and exclusively for Vixel Products and does not apply to any other goods or services of Vixel or of third parties. In addition, the foregoing warranties do not apply to any Vixel product that (a) has been altered, except by Vixel, (b) has been improperly handled, installed, operated or packaged, or (c) has been damaged by accident, misuse, negligence, or external factors such as failure or fluctuation of electrical power or air conditioning, fire, flood, or interconnection or combination with non-Vixel products.

Disclaimer

EXCEPT AS EXPRESSLY STATED HEREIN, VIXEL PRODUCTS ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER, AND VIXEL EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS SHALL NOT APPLY TO THIS AGREEMENT.

VIXEL'S PRODUCTS ARE NOT DESIGNED OR INTENDED FOR USE IN ON-LINE OR REAL-TIME CONTROL OF ANY AVIATION, MASS TRANSIT OR MEDICAL APPLICATION OR ANY OTHER INHERENTLY DANGEROUS APPLICATION THAT COULD RESULT IN DEATH, PERSONAL INJURY, CATASTROPHIC DAMAGE, OR MASS DESTRUCTION; NOR IN THE DESIGN, CONSTRUCTION, OPERATION OR MAINTENANCE OF ANY NUCLEAR FACILITY AND BUYER AGREES THAT VIXEL WILL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF VIXEL PRODUCTS.

Warranty Limitation

The warranties granted hereunder are given to and enforceable only by Buyer. Warranties are neither assignable nor transferable. Vixel reserves the right to change its warranty policy at any time. End Users should contact their OEM, Distributor, VIP, VAR or SI for direct support of the Vixel Warranty.