

COMPONENT WARRANTY

How long is the warranty?

Equipment is warranted against defects in materials and workmanship for twelve (12) months from the date of shipment from Materials Science, Inc. except for Ion™ power supplies which are warranted for 2 years from the date of shipment. The warranty on power supplies will be void if the unit has been disassembled without prior factory authorization. All parts, material and labor are covered by this warranty, as described below.

This warranty shall not be extended for any reason beyond the term of the warranty as stated above. In-warranty repaired or replacement parts are warranted only for the remaining unexpired portion of the original warranty period.

Scope of the warranty

Materials Science, Inc. warrants the performance of our products as specified by us and the functional reliability of the same.

All warranty replacement or repair of parts shall be limited to equipment malfunctions which, in the sole opinion of Materials Science, Inc. are **clearly** due or are traceable to defects in original materials or workmanship. Warranted components include full functionality of power supplies and matching networks and the integrity of vacuum welds, anodes, cathodes, housing bodies, flanges, adapter fittings and feedthroughs. Malfunctions caused by abuse, neglect or improper operation of the equipment are expressly not covered by this warranty.

Example of the above:

This warranty will be void due to misuse and overheating of sputtering sources due to inadequate or no cooling water that may overheat the source parts and weaken or destroy the magnet assembly. The sputtering source must be installed, operated and maintained as specified in the instruction manual and/or relevant documentation.

Consumable and Expendable Parts

Examples of parts, once used, that are no longer covered by warranty:

- Water and gas fitting ferrules, compression sleeves and tubing
- Insulators
- O-rings and gaskets
- Fittings and fasteners
- Bearings
- Bellows
- Electrical components like fuses
- Targets
- Target backing plates
- Target clamping rings

These items are normally consumed during routine operation and use of the equipment and their lifetime is dependent upon the conditions of use. If such items fail to give reasonable service for a reasonable period of time, as solely determined by Materials Science, Inc., Materials Science, Inc. will repair or replace them.

Defective or incorrect consumable parts that have never been used will be replaced or repaired during the warranty period at the sole option of Materials Science, Inc..

Required Notice

Materials Science, Inc. will have no liability under this warranty unless:

- Materials Science, Inc. receives written notice not more than five working days following discovery of the claimed defect. When any claim is made, the Buyer shall provide Materials Science, Inc. with data on operating conditions and any other pertinent information that will enable Materials Science, Inc. to determine the cause of claimed warranty defects.
- Materials Science, Inc. is given reasonable opportunity to inspect or effect repairs at the place of installation or at Materials Science, Inc. designated repair facility at the sole option of Materials Science, Inc.. In the event the Buyer returns equipment to Materials Science, Inc. and it is determined by Materials Science, Inc. that the equipment has been returned without cause, the Buyer will be notified and the equipment returned at the Buyer's expense.
- The equipment which is claimed to be defective has at all times been assembled, installed, serviced, maintained, operated and used in accordance with instructions provided by Materials Science, Inc..

Altered and Modified Parts and Equipment

Materials Science, Inc. shall have no responsibility under this warranty whatsoever for any equipment or parts which have been modified or altered without prior written consent from Materials Science, Inc..

Disclaimers

Except as noted in this document, Materials Science, Inc. makes no warranty, express or implied (either in fact or by operation of law), statutory or otherwise.

The manufacturer's warranty applies for items distributed by Materials Science, Inc.

Materials Science, Inc. is not responsible and has no liability for special or consequential damages of any kind or from any cause resulting from the sale, installation or use of any of its products.

Materials Science, Inc. sole liability under this warranty is expressly limited to the repair, replacement or refund of the price of defective parts.

Materials Science, Inc. liability will never exceed the purchase price of any defective product or part.