



WARRANTY

KYOCERA AVX Components Corporation (“KAVX”) warrants that the Products will be: (i) free from defects in workmanship and materials; (ii) free from defects in design except to the extent that the Products comply with detailed designs provided by Buyer; and (iii) in conformity with the specifications for such product in effect at the time of delivery. If Products are found not to be as warranted within a period of 12 months from date of sale, Buyer may return such Products to KAVX, at KAVX’s expense, for replacement or credit.

THIS WARRANTY IS EXCLUSIVE, AND IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

KAVX’s sole obligation and buyer’s sole remedy for any breach of warranty shall be as set forth above. The buyer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available. Any action for breach of warranty must be brought within two (2) years of the date of sale.

As of November 7, 2016.

Approved:

Evan Slavitt
Corporate Secretary