



MP Tapes, Inc.

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PRODUCT WARRANTY POLICY

MP Tapes warrants our 9-track tape drive products against defects in material and workmanship under normal use for a period of twelve (12) months and our 18-track and 36-track tape drive products against defects in material and workmanship under normal use for a period of eighteen (18) months from the date of original purchase. You are entitled to warranty service if repair or replacement of a defective hardware component is required on the product during the warranty period. MP Tapes will bear the costs of labor and materials for repair or replacement of defective hardware components during the warranty period. MP Tapes will have the option of replacing any defective part(s) with new part(s) or with serviceable used parts that are equivalent to new parts in performance. All replacement parts are warranted for the remainder of the original warranty period. MP Tapes will also have the option of replacing any defective tape drive unit with a functionally equivalent tape drive unit. Such services shall be the consumer's sole and exclusive remedy. All exchanged parts and/or tape drive units replaced under this warranty will become the property of MP Tapes.

Warranty claims must be made promptly in writing to MP Tapes. The claim must include the nature and details of the claim, the date the cause of the claim was first observed, and the tape drive unit serial number. A copy of the claim must be attached to the defective part and sent at the consumer's expense to the MP Tapes warranty repair facility.

This warranty does not cover repair or replacement of any tape drive that is malfunctioning due to accidents such as dropping and the like, negligence, misuse, abuse, theft, vandalism, fire, earthquakes, water, lightening or other damages caused by any natural disaster. This warranty also does not cover damage caused by failure to provide a suitable installation environment for the product, such as inappropriate electrical power, temperature or humidity; damage caused by unauthorized repairs or improper maintenance or damage caused by third party peripherals. Any modification or alteration of the product will immediately void the warranty.

UNDER NO CIRCUMSTANCES SHALL MP TAPES BE LIABLE IN ANY WAY TO THE CONSUMER OR ANY THIRD PARTY FOR ANY DAMAGES IN CONNECTION WITH THE SALE OF THIS PRODUCT, INCLUDING, BUT NOT LIMITED TO: INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES DUE TO LOSS OF USE, DATA OR PROFITS ARISING OUT OF THE USE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER.

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.