



IC BLUE

the answer comes out of the Blue

5YR GUARANTEE TERMS AND CONDITIONS

If any electronic component sold by IC Blue LTD fails for any functional reason within five (5) years from the date of purchase, IC Blue LTD will either replace the electronic component or refund the purchase price, subject to the following terms and conditions:

1. This Guarantee applies only to the person or entity that purchases the electronic component from IC Blue LTD (the "Purchaser"). Any and all rights arising under this guarantee are absolutely non-transferrable.
2. IC Blue LTD obligation to replace the electronic component or refund the purchase price under this Guarantee is owed to the Purchaser only and IC Blue LTD assumes no duty or obligation whatsoever, express or implied, to any third parties as a result of this Guarantee.
3. The five (5) year Guarantee period begins running from the date of the invoice for the electronic components being guaranteed.
4. This Guarantee is limited to part function only, all claims relating to form etc must be notified within thirty (30) days as per IC Blue LTD's standard T & C's.
5. In order to invoke rights under this Guarantee, the Purchaser must provide to IC Blue LTD within thirty (30) days of the alleged failure of the electronic components covered by this Guarantee:
 - (a) written notification that Purchaser is invoking its rights under the guarantee;
 - (b) the electronic component(s) that the Purchaser claims have failed;
 - (c) the original invoice for the electronic components being returned or a legible copy of the invoice; and
 - (d) a detailed written failure analysis report.
6. All written notices pertaining to the Guarantee shall be sent to IC Blue LTD at its address shown on the invoice for the electronic components being guaranteed and such notice shall be expressly directed to the attention of Director of Quality.
7. For any electronic components returned to IC Blue LTD under this Guarantee, IC Blue LTD, may, at its sole option and in its sole discretion, either:
 - (a) replace the electronic component(s) with electronic component(s) meeting the description of the returned electronic component set forth on the invoice; or
 - (b) refund the purchase price of such electronic component(s) set forth on the invoice.IC Blue LTD shall have no other obligations to the Purchaser, whatsoever, under this Guarantee.
8. This Guarantee does not apply to, and expressly excludes, the failure of any electronic component caused by the Purchaser's negligence, misuse (including misuse relating to the handling, storage, transportation or installation of the electronic component), or use that is inconsistent with the manufacturer's recommended use of the electronic component.
9. IC Blue LTD has the right to have an independent third party examine and test any electronic component(s) to determine if such electronic component(s) failed and, in the event of such failure, the cause of such failure. The conclusion of such independent third party shall be conclusive in determining the party's rights under this Guarantee.
10. The Purchaser shall have no rights under this Guarantee if the Purchaser failed to timely and fully pay to IC Blue LTD the full price reflected on the invoice describing the electronic component(s) being returned.
11. This Guarantee is void where prohibited by law.
12. IC Blue LTD reserves the right to modify, cancel or terminate the Guarantee and/or its terms and conditions, at any time, in its sole discretion and any electronic components purchased after the date of such cancellation or termination shall not be subject to or covered by this Guarantee, regardless of any prior course of dealing between the Purchaser and IC Blue LTD.
13. IC Blue LTD is not liable under this Guarantee for any damages or losses of any kind, whatsoever, including but not limited to consequential, punitive or exemplary damages, whether arising under statute, common law or equity. Nor is IC Blue LTD liable for any damages or losses related to harm caused to products other than the electronic component(s) being returned, loss of use, loss of data, downtime, procurement of substitute goods, loss of revenue, loss of profits or loss of goodwill.
14. These terms and conditions supplement, and do not supersede, IC Blue LTD's standard terms and conditions of trade. In the event of any conflict between these terms and conditions and the terms and conditions of the invoice describing the electronic component being returned by the Purchaser under this Guarantee, these terms and conditions shall control.