

Limited Warranty Terms and Conditions

Manufacturer License Agreements

Alliance Test is in the business of procuring, refurbishing, and reselling used technology assets. Some of those assets, generally oscilloscopes, analyzers, and other test products, require licensed software, which works in conjunction with the physical equipment or hardware. Many of the test equipment OEM manufacturers' licensing terms and conditions state that these licenses are non-transferable and that a customer who buys such used equipment must re-license the software to be used in conjunction with the physical equipment.

Alliance Test 's standard terms and conditions dictate that we are in the business of reselling the physical used technology assets, commonly known as hardware, and that we do not resell the software that may be loaded on these systems. Our customers are responsible for complying with OEM manufacturer licensing terms and conditions. Alliance Test does not warrant any software revision levels or load software on any products we sell.

Limited Warranty

In conjunction with a 10 Day Right of Refusal, Alliance Test offers a 30-Day Warranty on all products with extended warranties available. All Alliance Test warranties are calculated from the shipping date. Terms are as follows:

Products returned due to incompatibility issues are not considered defective and may be subject to a 15% restocking fee.

It will be in Alliance Test 's sole discretion whether to remedy warranty claims through product replacement, repair, or credit on account. These three options are the sole remedies available to customers under Alliance Test 's warranty programs. In no event shall Alliance Test be liable for special, incidental, or consequential damages, including but not limited to loss of profit or opportunity. Alliance Test 's liability for repair, replacement, or credit on account will in no way exceed the original purchase price of the defective equipment.

Claims for DOA products under all Alliance Test limited warranties must be made within 30 days of product receipt.

Alliance Test's limited warranties do not cover products damaged through misuse or improper installation, operation, or modifications.

A Return Authorization (RA) number is required for all product returns. Unauthorized returns will be refused at the receiving dock. Once product is received at our warehouse in Massachusetts and internal RMA procedures are completed, Customer's account will be adjusted accordingly.

This warranty does not cover product damaged during shipping - other terms and conditions may apply.

Should products be defective, the following procedure must be followed:

Customer must contact Alliance Test to initiate product return request and complete a Return Merchandise Authorization (RMA) form.

At Alliance Test 's discretion, an engineer may contact the Customer to try to resolve product issues over the phone.

Subject to the limited warranty, the Product will be repaired or replaced at Alliance Test 's discretion. If product is not repairable, Customer's account will be adjusted accordingly. In no event shall Alliance Test be liable for damage in excess of purchase price.

This warranty does not apply to damages as a result of an act of God, acts or omissions of third parties, misuse, or improper installation and will be deemed null and void if our products are in any way altered or modified after delivery.

Customer is responsible for properly packaging equipment and shipping back to Alliance Test in the condition received. RMA# must be referenced on shipment.

Limitations of Liability

In no event shall Alliance Test be liable for special, incidental, or consequential damages, including but not limited to loss of profit or opportunity. Customer's sole remedies are stated in these Terms and Conditions of Sale. Alliance Test 's liability for repair or replacement will in no way or event exceed original purchase price.

Exclusive Agreement

These Terms and Conditions of Sale represent the complete and final agreement between the Customer and Alliance Test for the matters set forth herein and may be supplemented only by prices, quantity and description outlined in Alliance Test 's invoice for the relevant sale. Terms contained in Customer's purchase order, offers to buy, terms and conditions, and the like shall have no effect, and shall not become part of any sale.

General

These Terms and Conditions of Sale and any transactions made under them shall be interpreted by and be subject to the laws of the State of Massachusetts without regard to its conflict of laws principles. In the event any proceedings or suit is brought regarding these terms and conditions and the subject hereto, such suit shall be brought in the courts of Worcester County, Massachusetts, or the United States District Court of Massachusetts.

In the event any section or portion of a section of these Terms and Conditions of Sale are deemed unlawful or unenforceable, that section or portion of a section shall be stricken from the Terms and Conditions of Sale, and the remaining terms shall continue in full force and effect.

Alliance Test shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, terrorism, and embargo.

These Terms and Conditions of Sale may be modified from time to time by Alliance Test without notice, and are current as of the date of the then current catalog or Web site. Please refer to the current catalog or Web site.

LEGAL NOTICES

Disclaimer

While Alliance Test uses reasonable efforts to include accurate and up-to-date information on this Web site, Alliance Test makes no warranties or representations as to its accuracy. Alliance Test assumes no liability or responsibility for any typographical or other errors or omissions in the content of this site. In the event that a product is listed at an incorrect price or with other incorrect information due to a typographical or other error, Alliance Test reserves the right to refuse or cancel any orders placed for the product listed incorrectly.

Alliance Test shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and/or your credit card has been charged. If your credit card has already been charged for the purchase and your order is canceled, Alliance Test shall issue a credit to your credit card account in the amount of the charge.

Limitation and Liability

Alliance Test and/or its respective suppliers make no representation about the suitability of the information contained in the documents and related graphics and/or software published on any server for any purpose. All such documents and related graphics are provided "As Is" without warranty of any kind and are subject to change without notice. The entire risk arising out of their use remains with the recipient. In no event shall Alliance Test and/or its respective suppliers be liable for any direct, consequential, incidental, special, punitive, or other damages whatsoever (including without limitations, damages for loss of business profits, business interruption, or loss of business information and Customer agrees to hold Alliance Test and its suppliers harmless from, and to defend same from any and all claims, costs or damages of any kind whatsoever arising from any representation or misrepresentation in any way arising from Web site and/or said documents, graphics, and software.).

Trademarks

Alliance Test, Inc. and the names of Alliance Test products and services referenced herein are either trademarks and/or service marks or registered trademarks and/or service marks of Alliance Test , Inc.

Other product and company names mentioned herein may be trademarks and/or service marks of their respective owners.

Links to Third-Party Sites

Linked sites are not under the control of Alliance Test and Alliance Test is not responsible for the contents of any linked site or any link contained in a linked site. Alliance Test provides links to you only as a convenience, and the inclusion of any link does not imply endorsement by Alliance Test of the site, or contents thereon. Customer agrees to waive any claims for damages or costs, and to further hold Alliance Test harmless and to defend from same, of any kind whatsoever, arising from in any manner whatsoever, said links or linked sites or content thereon.

Promotions

All the promotions are subject to availability and inventory. Alliance Test reserves the right to change, alter, or cancel promotions at any time without notice.