

- a. Seller warrants to the original End User that products and any services furnished hereunder will be free from defects in material and workmanship as of the date of delivery, and will conform to Seller's published technical specifications. The foregoing shall apply only to failures to meet said warranties which appear within that period of time during which the Products are installed in their original installation for the original End User and operator of such Products; provided, however, that in the event of product discontinuance, warranty support is limited to five (5) years from the announcement of discontinuance. Notwithstanding the preceding sentence, the duration of the warranty period for products not manufactured by Seller (e.g., fiber optic cabling, test equipment, power supplies or batteries) shall be the warranty period offered by the original manufacturer, if any.
- b. The conditions of any tests shall be mutually agreed upon and Seller shall be notified of, and may be represented at, all tests that may be made. The warranties and remedies set forth herein are conditioned upon (a) proper storage, installation, use and maintenance, and conformance with any applicable recommendations of Seller and (b) Buyer promptly notifying Seller of any defects and, if required, promptly making the product available for correction.
- c. If any product or service fails to meet the foregoing warranties, Seller shall thereupon correct any such failure either at its option, (i) by repairing any defective or damaged product or parts of the products, or (ii) by making available any necessary repaired or replacement products or parts thereof. Any repaired or replacement part or product shall be warranted for the remaining period of the original Warranty Period. Seller shall pay, or credit Buyer for, the cost of freight for all return shipments of products or parts to Buyer. Where a failure cannot be corrected by Seller's reasonable efforts, the parties will negotiate an equitable adjustment in price.
- d. The preceding paragraph sets forth the exclusive remedies for claims based on defect in or failure of products or services, whether the claim is in contract, indemnity, warranty, tort (including Seller's negligence), strict liability or otherwise and however instituted. Upon the expiration of the warranty period, all such liability shall terminate and BUYER shall have a reasonable time, within thirty days after the warranty period, to give written notice of any defects which appeared during the warranty period. The foregoing warranties are exclusive and in lieu of all other warranties, whether written, oral, implied or statutory. NO IMPLIED OR STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY. Seller does not warrant any products or services of others, which BUYER has designated.

To obtain warranty service, you must first call ComNet and speak to a qualified service representative. If a return of product is deemed necessary, a Return Merchandise Authorization number (RMA#) will be issued. Upon receiving a RMA#, the product must be shipped back in either its original packaging or packaging affording an equal degree of protection back to ComNet. This warranty does not cover cosmetic damage or damage due to acts of God, accident, misuse, abuse, negligence, or modification of, or to any part of the Product. This warranty does not cover damage due to improper operation or maintenance, connection to improper voltage supply, or attempted repair by anyone other than a facility authorized by ComNet to service the product. Repair or replacement as provided under this warranty is the exclusive remedy of the consumer. ComNet shall not be liable for any incidental or consequential damages for breach of any express or implied warranty on this product. Except to the extent prohibited by applicable law, any implied warranty of merchantability or fitness for a particular purpose on this product is limited in duration to the duration of this warranty. This warranty only covers the first user of the equipment.