



ExpressNet Limited Warranty

Teledex warrants that during the warranty period, the equipment will be free from defects in materials and workmanship in accordance with ExpressNet's standard specifications.

The warranty period shall begin on the date of shipment from Teledex and shall continue for a period of one year. This limited warranty applies to customers in the USA, Canada, Europe, Middle East and Africa only. All other customers should contact their supplier for specific warranty details.

During the warranty period, Teledex will, at its option, either repair or replace any equipment found to be defective, without charge to the Customer. All warranty service will be performed at Teledex-designated ExpressNet service depots. Replacement equipment will be equivalent in performance. All equipment returned for warranty service will become the property of Teledex upon the shipment of a replacement. Customer will be responsible for packaging freight charges to return equipment to Teledex-designated ExpressNet Service centers.

Warranty Exclusions And Limitations Of Liability

EXCEPT AS STATED ABOVE, TELEDEX, ITS PARENT, SUBSIDIARIES AND THEIR AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC, OR OTHERWISE. TELEDEX SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE, OPERATION, OR FAILURE OF THE EQUIPMENT.

It is understood that while ExpressNet equipment facilitates connectivity to the Internet, Teledex makes no representation whatsoever as to the functionality of the Internet or related networks. Customer acknowledges that ultimate performance of connectivity to the Internet depends in substantial part on the functionality of hardware, software and other means and devices which are beyond the ability of Teledex to control or manage. Teledex makes no representations or warranty with respect to the amount of revenues that may be generated by any installation or use of any ExpressNet equipment.

The warranties provided above do not cover any damage, malfunction or service failure caused by:

- 1) Accident, abuse, misuses, problems with electrical power, or damage in shipping
- 2) Actions of persons not Teledex personnel or ExpressNet Authorized Dealer personnel
- 3) Failure to follow installation, operation, and/or maintenance instructions
- 4) Attachment to the product of unauthorized equipment or failure of products not maintained by ExpressNet Authorized Dealer or representatives
- 5) Conditions and occurrences beyond the reasonable control of Teledex

Teledex does not accept liability for lost data, configuration information or software. Teledex recommends that the customer make a backup copy of any data or information regarding ExpressNet equipment before returning any ExpressNet equipment to Teledex for repair.

Some states or other jurisdictions do not allow the exclusion of implied warranties, or limitations on how long an implied warranty lasts. This warranty gives Customer specific legal rights and Customer may have other rights which vary from state to state.

The warranties provided above do not include any on-site services for maintenance or repair. For on-site maintenance or repair services, please contact your ExpressNet Authorized Dealer or Teledex.