

## Limited Product Warranty

Intellinet Network Solutions warrants its products against defects in workmanship and materials for the period noted in the product features for the original purchaser. The Limited Product Warranty Period starts on the date of purchase. The Customer's dated sales or delivery receipt, showing the date of purchase of the product, is its proof of the purchase date. The Customer may be required to provide proof of purchase as a condition to receiving warranty service. The Customer is entitled to warranty service according to the terms and conditions of this document if a repair to its Intellinet Network Solutions Hardware Product is required within the Limited Product Warranty Period. This Limited Product Warranty extends only to the original end user purchaser of the Intellinet Network Solutions Hardware Product and is not transferable to anyone who obtains ownership of the Intellinet Network Solutions Hardware Product from the original end-user purchaser. During this time frame, products may be returned for replacement with equivalent products at our discretion.

This warranty does not cover moving parts or damages caused by: improper installation; improper repairs, servicing, or alterations; use of supplies or parts that do not meet our specifications; unauthorized modifications; failure to follow instructions; normal wear and tear; natural disasters and accidents, including fire, water, lightning, and other acts of nature; anything that is not a defect in material or workmanship. This warranty also does not cover: damage to items that occurs during shipment to the dealer; lost data, lost time, damaged software, or loss of revenue or profits; losses covered by your insurance; shipping costs and expenses; incidental and consequential damages not listed above. Some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

## GENERAL TERMS

The Limited Product Warranty set forth below: (1) applies to Intellinet Network Solutions branded hardware products sold by authorized resellers and distributors (collectively, "Intellinet Network Solutions Resellers") with the Limited Product Warranty (collectively "Intellinet Network Solutions Hardware Products"); and (2) is limited to hardware components and all their internal components, including firmware, that comprise Intellinet Network Solutions Hardware Products. The term "Intellinet Network Solutions Hardware Product" DOES NOT include any software applications or programs. This Limited Product Warranty is only effective upon presentation of proof of purchase.

EXCEPT AS EXPRESSLY PROVIDED IN THIS LIMITED PRODUCT WARRANTY, ANY AND ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS (STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN) INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE (WHETHER OR NOT THE WARRANTOR KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, OR BY COURSE OF DEALING, ARE DISCLAIMED. ALL WARRANTIES NOT EXPRESSLY PROVIDED IN THIS LIMITED PRODUCT WARRANTY ARE

DISCLAIMED. ANY IMPLIED WARRANTY THAT MAY BE IMPOSED BY LAW NOTWITHSTANDING THIS DISCLAIMER IS LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD.

TO THE EXTENT ALLOWED BY LOCAL LAW, THE REMEDIES IN THIS LIMITED PRODUCT WARRANTY ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. THEY DO NOT, HOWEVER, AFFECT OR RESTRICT THE RIGHTS THE CUSTOMER HAS AGAINST THE BUSINESS FROM WHICH IT BOUGHT AN INTELLINET NETWORK SOLUTIONS PRODUCT. IN NO EVENT WILL THE WARRANTOR BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT OR DATA), PUNITIVE, EXEMPLARY, OR OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. HOWEVER, NOTHING IN THIS AGREEMENT LIMITS LIABILITY TO THE CUSTOMER (I) IN THE EVENT OF DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM THE WARRANTOR'S NEGLIGENCE, OR (II) TO THE EXTENT RESULTING FROM ANY FRAUDULENT MISREPRESENTATION ON THE PART OF THE WARRANTOR. SOME STATES OR COUNTRIES DO NOT ALLOW: (1) A DISCLAIMER OF IMPLIED WARRANTIES; (2) A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR (3) THE EXCLUSION; OR (3) LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED PRODUCT WARRANTY MAY NOT APPLY. THIS LIMITED PRODUCT WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. THE CUSTOMER IS ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF ITS RIGHTS.

## **GEOGRAPHICAL SCOPE OF THE LIMITED PRODUCT WARRANTY**

The Limited Product Warranty will be honored in any country where the Warrantor or its authorized service providers offer warranty service subject to the terms and conditions set forth in this Limited Product Warranty. However, warranty service availability and response times may vary from country to country.

## **LIMITATION OF PRODUCT WARRANTY**

The products described below under normal use will be free from material defects in materials and workmanship during the Limited Product Warranty Period set forth below ("Limited Product Warranty Period"), if the product is used and serviced in accordance with the user manual and other documentation provided to the purchaser at the time of purchase (or as amended from time to time). The products are not warranted to operate uninterrupted or error-free or nor is it warranted that all deficiencies, errors, defects or non-conformities will be corrected.

This warranty shall not apply to problems resulting from: (a) unauthorized alterations or attachments; (b) negligence, abuse, or misuse, including failure to operate the product in accordance with specifications or interface requirements; (c) improper handling; (d) failure of goods or services not obtained from the Warrantor or not subject to a then effective warranty or maintenance agreement; (e) improper use or storage; or (f) fire, water, acts of God or other catastrophic events.

THE WARRANTOR IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF THE CUSTOMER'S FAILURE TO FOLLOW THE INSTRUCTIONS FOR THE INTELLINET NETWORK SOLUTIONS HARDWARE PRODUCT.

## **PERFORMANCE OF THE LIMITED PRODUCT WARRANTY**

If a warranted defect in an Intellinet Network Solutions Hardware Product is identified to the Warrantor during the Limited Product Warranty Period, the sole obligation shall be to repair or replace the defective Intellinet Network Solutions Hardware Product free of charge during the Limited Warranty Period. All component parts or products replaced under this Limited Product Warranty become the property of the Warrantor, and the replacement part or product takes on the remaining Limited Warranty Period of the replaced part or product. The replacement part or product need not be new or of an identical make, model or part; The Warrantor may in its discretion replace the defective product (or any part thereof) with any reconditioned product or part equivalent (or superior) in all material respects to the defective product or part.

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