



Hardware Warranty and 90-Day Support Agreement

Coastcom warrants that hardware products of its own manufacture shall, at date of shipment and for 24* months from said date, be free from defect in materials. These products will perform substantially as described in applicable Coastcom written materials and support services shall be substantially as described in applicable Coastcom written materials.

*Please note the following exceptions:

- Any product that reaches end of life (is no longer being manufactured) shall be subject to a 90-day warranty period.
- Any product, part or assembly not manufactured by Coastcom is subject to such warranty of the original manufacturer as negotiated by Coastcom.

If any Coastcom product shall be determined by Coastcom to be defective in material or workmanship under normal intended usage and maintenance during the warranty period, then Coastcom shall repair or replace, with substantially equivalent product, at Coastcom's sole discretion, such defective product. Such replacement shall not include the cost of labor by Buyer's own employees, agents or contractors in identifying, removing or replacing the defective product. Coastcom's liability for breach of any and all warranties hereunder is expressly limited to the repair or replacement of defective products as set forth in this section. In no event shall Coastcom be liable for special, incidental or consequential damages by reason of any breach of warranty or defect in material or workmanship. Coastcom shall not be responsible for the repair or replacement of products which have been subjected to neglect, accident or improper use or installation, acts of God, or which have been altered by other than authorized Coastcom personnel. This warranty is not transferable except from a VAR or Distributor to an end-user.

Coastcom's Technical Support Department will provide phone assistance for a period of **90 days** from the day of product shipment from Coastcom. Coastcom will provide product upgrades free of charge only as such upgrades fall within that 90-day period. After 90 days, Coastcom will provide telephone consultation and other customer services per a **written service agreement** providing such agreement has been executed and authorized by the customer.

Return Policy: An item may only be returned with prior written approval of an authorized Coastcom representative. Any such approval shall reference a return material authorization number issued by said Coastcom representative. Shipping costs, if any, incurred in connection with the return of a defective item to Coastcom will be paid by Customer. Any shipping costs incurred in connection with the return of a repaired or replaced item shall be the responsibility of Coastcom. However, such costs shall be the responsibility of the Customer if Coastcom determines that the item is NOT defective. If Coastcom determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that the warranty claim is made after the warranty period, the cost of repair at Coastcom's option, including all shipping expenses, shall be reimbursed by the customer. If the returned material is improperly packaged for shipment thereby resulting in further damage the Customer is responsible for the additional repair cost. Coastcom will have no liability with respect to any data contained in any system returned to Coastcom. Coastcom will make every reasonable effort to repair or replace and ship replacement products in warranty within thirty (30) calendar days. Coastcom will make every reasonable effort to repair or replace out of warranty products.

THIS EXPRESS WARRANTY SHALL EXTEND TO THE BUYER AND ITS END-USER CUSTOMER ONLY, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY. THERE ARE NO OTHER WARRANTIES EXCEPT AS APPEAR ON THE FACE HERE OF.

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