

WARRANTY AND SERVICE

Limited Warranty

Konftel guarantees to the end user (the “Customer”) that this product will be free from defects in workmanship and materials, under normal use and service, for a period of two (2) years from the date of original purchase from its authorized distributor. Konftel's sole obligation under this express warranty shall be, at Konftel's option and expense, to repair the defective product or part, or deliver to the Customer an equivalent product or part to replace the defective item.

All products that are replaced will become the property of Konftel. Replacement products or parts may be new or reconditioned. Any replaced or repaired product or part carries a ninety (90) days limited warranty or the remainder of the initial warranty period, whichever is longer. Products returned to Konftel must be sent prepaid and packaged appropriately for safe shipment. It is recommended that the package is insured or sent by a method that enables tracking of the package.

Responsibility for loss or damage does not transfer to Konftel until the returned item has been received by Konftel. The repaired or replaced item will be shipped to the Customer, at Konftel's expense, not later than twelve days (12) days after Konftel has received the defective product, and Konftel will retain risk of loss or damage until the item has been delivered to the Customer.

Exclusions

Konftel shall not be liable under this limited warranty if examination and tests of the returned product reveal that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Konftel's installation, operation or maintenance instructions.
- Unauthorized product modification or alteration.
- Unauthorized use of common carrier communication services accessed through the product.
- Abuse, misuse, negligent acts or omissions on the part of the Customer and persons under the Customer's control; or
- Acts of third parties, force majeure, accident, fire, lightning, power surges, outages or other hazards.

WARRANTY EXCLUSIVE: IF A KONFTEL PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT IN QUESTION AT KONFTEL'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. KONFTEL NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.