

## LIMITED WARRANTY

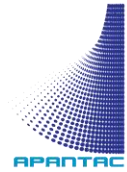
Apantac LLC (herein after referred to as "Apantac") provides this Limited Warranty in lieu of all other warranties, express or implied.

### Scope of Limited Warranty

Apantac warrants to the original purchaser (usually pursuant to a Reseller Agreement) and to the first end user of the products (the "Product") manufactured or sold by Apantac, but not to any subsequent owner. Tahoma ("Tahoma") and Crescent ("Crescent") Products will be free from defects in material and workmanship for a period of three (3) years from the date of shipment of the Tahoma and Crescent Product to the purchaser. openGear Products ("openGear") will be free from defects in material and workmanship for a period of five (5) years from the date of shipment of the openGear Product to the purchaser. Mount Hood ("Mt Hood") and Mazama ("Mazama") Products will be free from defects in material and workmanship for a period of one (1) year from the date of shipment of the Mt Hood and Mazama Product to the purchaser. Apantac warrants that all repairs of Products not covered by this Limited Warranty shall be free from defects in material and workmanship for a period of ninety (90) days from the date of repair, if done at the customer's location, or ninety (90) days from the date of shipment of the repaired Product, if done at a different location.

In order to obtain service under this warranty, customer must notify Apantac of the defect before expiration of the warranty period and make suitable arrangements for the performance of service. Return authorization numbers are only valid for two (2) weeks once the number has been issued. Customer shall be responsible for packaging and shipping the defective product to the service center designated by Apantac, with shipping charges prepaid. Apantac shall pay for the return of the product to the customer if the shipment is within the country which the Apantac service center is located. Customer shall be responsible for payment of all shipping charges, duties, taxes and any other charges for products returned to any other locations

**APANTAC MAKES NO OTHER REPRESENTATIONS OR WARRANTIES CONCERNING THE PRODUCTS AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTY PROVIDED HEREIN, ALL SALES ARE AS IS AND WITH ALL FAULT. THERE ARE NO WARRANTIES OTHER THAN THIS LIMITED WARRANTY THAT EXTEND BEYOND THE DESCRIPTION OF THE PRODUCTS BEING SOLD.**



### **Exclusions from Limited Warranty**

This Limited Warranty does not cover and does not apply to any defect or failure caused in whole or in part by:

- (a) Inadequate maintenance and care of the Product;
- (b) Storage or use of the Product in an environment that is not suitable in the trade for such Products, including but not limited to hot, dusty or humid locations that are without adequate cooling, filtration or ventilation
- (c) Connection of the Product to incompatible equipment;
- (d) The modification of the Product or integration of the Product with other products when the effect of such modification or integration increases the time or difficulty of servicing the Product;
- (e) Improper use of the Product, including without limitation use of the product for a purpose for which it was not designed.

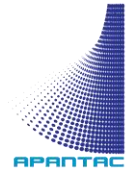
Any repair that is not covered by this Limited Warranty will be performed at Apantac's standard charge for parts and labor in effect at the time of repair.

### **Remedy for Defect of a Product in Material or Workmanship and of Any Repairs**

During the warranty period for the sale of a Product, and the ninety (90) day warranty period for any repairs, the purchaser's exclusive remedy, and Apantac's sole obligation, is expressly limited, solely at Apantac's, and not purchaser's option, to:

- (a) repair the defective Product, or again perform any repair, without charge for parts and labor, or
- (b) provide a replacement in exchange for the defective Product, or
- (c) refund the purchase price of the Product within the first 45 days, or the charge for any repair, less any appropriate deduction for the use of the Product prior to its failure.

In the event that Apantac repairs or replaces the defective Product or again performs a repair pursuant to this Limited Warranty, such repair or replacement shall not extend this Limited Warranty beyond the original three (3) year term with regard to the sale of Products, or ninety (90) days with regard to repairs not caused by defects in material or workmanship in the Product.



## **Extended Warranty Options**

Apantac offers OPTIONAL Extended Warranty plans that provide continuous coverage for some the Product after the expiration of the Warranty Period. The MT Hood and Mazama product lines does not have an extended warranty option. Extended warranty must be purchased within the first year after the product purchase for Tahoma, Crescent and openGear products. Please contact an Apantac sales representative for details on the options that are available for your Apantac equipment.

## **Notice of Appropriate Operating Environment**

Apantac Products should be operated in an environment that is safe for sensitive electronic equipment. They should not be placed in hot, dusty, or humid locations without adequate cooling, filtration, or ventilation.

## **LIMITATION OF LIABILITY**

In no event shall Apantac be liable for any incidental, special, consequential or punitive damages, including without limitation, loss of profits, for any claim, including without limitation any claim for breach of contract, breach of Apantac's Limited Warranty or for any claim arising in tort (including strict liability), or under any statute, rule or regulation. This limitation of liability applies also to any injury to real or personal property. In all cases Apantac's maximum liability shall never exceed the purchase price paid by purchaser for any defective Product or for any defective repairs.