

fs|cdn LIMITED WARRANTY

1. Conklin-Intracom warrants that its manufactured Software, from the date of shipment continuing for a period of 12 months, will be free of defects in materials and workmanship under normal use; and its manufactured Software substantially conforms to its published specifications. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Conklin-

Intracom under this limited warranty will be, at Conklin-Intracom's option, repair, replacement, or refund of the Software. Conklin-Intracom does not warrant that any supplied Software is error-free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Conklin-Intracom does not warrant that the Software or any equipment, system, or network on which the Software is used, will be free of vulnerability to intrusion or attack.

2. In the case of Conklin-Intracom supplied third-party Software, Conklin-Intracom will provide Customer with an OEM pass-through warranty consistent with third party's then-current warranty provisions for such Software. Conklin-Intracom disclaims all liability related to such third-party Software and Customer's sole and exclusive remedy shall be per the terms of such pass-through warranty.

3. In the case of Conklin-Intracom supplied third-party Hardware, Conklin-Intracom will provide Customer with an OEM pass-through warranty consistent with third party's then-current warranty provisions for such Hardware. Conklin-Intracom disclaims all liability related to such third-party Hardware and Customer's sole and exclusive remedy shall be per the terms of such pass-through warranty. Where Customer has an in-effect fs|cdn maintenance agreement, Conklin-Intracom will handle Hardware returns. Where no maintenance agreement exists, Conklin-Intracom will handle returns if requested by Customer on a chargeable per incident basis.

4. This warranty does not apply if the Conklin-Intracom-manufactured Product (a) has been altered, misused, neglected, or damaged, or contains defects which are attributable to any party other than Conklin-Intracom, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Conklin-Intracom, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; (d) has experienced power surges or failures which fall out of the specifications for the Hardware or (d) is sold or, in the case of Conklin-Intracom-manufactured Software, licensed, for beta evaluation, Try and Buy, testing, or demonstration purposes for which Conklin-Intracom does not receive a payment of purchase price or license fee.

5. THE WARRANTIES, CONDITIONS, AND REMEDIES SET FORTH HEREIN CONSTITUTE THE ONLY WARRANTIES OR GUARANTEES OF CONKLIN INTRACOM WITH RESPECT TO THE HARDWARE, SOFTWARE, PRODUCTS, AND SERVICES PROVIDED HEREUNDER. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT SHALL CONKLIN-INTRACOM BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUE OR PROFIT OF ANY NATURE WHATSOEVER ARISING OUT OF THE BREACH OF THE WARRANTY ABOVE.

REPAIR AND RETURN

Units returned for repair using the normal Repair and Return procedure will be tested, repaired if necessary, and returned to the customer within two to four weeks of receipt. Conklin-Intracom may at its choosing replace the returned unit with a like unit.

All material submitted for repair will be returned prepaid to the customer. If the unit is in warranty and defective, there will be no charge to the customer for the return shipping, otherwise the freight will be shown as a separate charge on the invoice.

Units which are repaired or replaced are warranted for either the remaining period of the original warranty or ninety (90) days, whichever is longer. This warranty is subject to the same conditions as the original warranty.

Product Return Instructions

If a product requires any type of service, please call **Customer Service at 845-635-2136** for a Return Material Authorization (RMA). Carefully pack the equipment in a suitable carton. Individual units which contain integrated circuits should be fully wrapped with a static bag within the shipping carton. Conklin-Intracom cannot be responsible for damage caused by inadequate packaging. Improperly packed products will be returned to the customer as is. See the Repair and Return Charges section for the applicable charge.

Return product(s) to the following address, prepaid:

Conklin-Intracom
11360 Technology Circle
Duluth, GA 30097
Attn: Repair Department

Include with the unit(s) the RMA number, an explanation of the malfunction, your company's name and address, the name of a person to contact for further information, and the purchase order number to cover repair charges, if any. If possible, units should be consolidated and sent with one purchase order.

All Returned Products

Products which are returned for repair and which are found to have no defects will be returned to the customer for a service charge determined by the current list price as shown below plus applicable shipping charges. Packing slip and invoice will indicate IN WARRANTY – NO TROUBLE FOUND.

No Trouble Found Charges

Current List Price	Repair Charge
Less than \$500	\$50.00
\$501-\$1,500	\$100.00
\$1,501-\$5,000	\$300.00
\$5,001 and over	\$600.00

Any product which has been misused or mishandled and cannot be repaired to meet reliability requirements will be returned to the customer as is for a handling fee of \$50.00 plus applicable shipping charges. Packing slip and invoice will indicate **ECONOMICALLY UNREPAIRABLE – UNREPAIRED.**

Any item not a Conklin-Intracom unit returned in error will be shipped back to the customer for a handling fee of \$50.00 plus applicable shipping charges. Packing slip and invoice will indicate **NON-CONKLIN-INTRACOM UNIT.**

Any unit received at Conklin-Intracom incomplete will be returned to the customer for a handling fee of \$50.00 plus applicable shipping charges. Packing slip and invoice will indicate **INCOMPLETE UNIT - RETURNED AS IS.**

ADVANCE REPLACEMENT

If expedited processing for an in-warranty failed unit is required, an Advance Replacement unit may be requested.

Advance Replacement may not be available for all units or at all times. Call customer service at 845-635-2136. Upon our determination that the unit qualifies and that a replacement is available, we will issue an RMA number and ship within 24 hours a new or reconditioned unit at Conklin-Intracom's option via two day delivery service within the United States or Canada. Conklin-Intracom will require a Purchase Order at the time of the request. Customer will be invoiced for the full List price of the replacement unit plus shipping. Upon receipt of the defective unit, a credit will be issued for 75% of the unit price. Units must be received by Conklin-Intracom within ninety (90) days of our shipment for any credit to be issued. The RMA number should be clearly marked on the return package and purchase order. **Advance Replacement service is not available on any units not under warranty.**

