

REDCOM PRODUCT WARRANTY TERMS

Limited Warranty

REDCOM Laboratories, Inc. (“REDCOM”) warrants to the Customer that the Product will be free from defects in material and workmanship under normal use for the Limited Warranty Period of one year. REDCOM customers may also purchase an extended Limited Warranty for a period up to five years. This Limited Warranty extends only to the original purchaser of the Product and is not assignable.

Definition of Defective

A Product shall be defective (“Defective”) if the Product, in REDCOM’s sole discretion, has significant defects in materials and workmanship and does not function substantially in the manner described in the Product documentation (“Documentation”) when normally used by the Customer within REDCOM’s recommended operating environment. The Documentation for the Product will be included in the shipping materials. In order to be considered Defective, the defects in materials and workmanship must be caused by an act or omission of the Company. The need for Product modifications, updates and patches shall not, alone, be deemed to make a Product Defective.

Remedy

REDCOM’s sole obligation under this Limited Warranty to Customer shall be to use commercially reasonable efforts to: repair or replace, at its expense, any software or hardware that is deemed by REDCOM to be Defective (not functioning substantially in the manner described in the Documentation) during the Warranty Period. REDCOM’s obligations hereunder are conditioned on the return of the defective Product in accordance with REDCOM’s then-current Return Material Authorization (“RMA”) procedures.

Customer Responsibility

In order to submit a Warranty claim, Customer must do so in writing addressed to sales@redcom.com during the Warranty Period. Time is of the essence. REDCOM shall have no obligation under the Limited Warranty if REDCOM does not receive a claim prior to expiration of the Warranty Period.

Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO APPLICABLE LAWS, REDCOM HEREBY DISCLAIMS ALL WARRANTIES TO CUSTOMER WITH RESPECT TO THE PRODUCT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. REDCOM DOES NOT WARRANT THAT THE PRODUCT WILL MEET THE REQUIREMENTS OF ANY CUSTOMER OR THAT THE PRODUCT WILL OPERATE WITHOUT INTERRUPTION OR BE ERROR FREE.

Exclusions

The Limited Warranty does not include, and in fact specifically excludes the following: third party software or hardware not provided by REDCOM; software whose license has expired or was voided prior to expiration of the Warranty Period; Customer’s failure to comply with the terms and conditions of any software license; Customer’s failure to upgrade Product software upon REDCOM’s request (upgrades include corrections, modifications, patches, releases, or the like); acts of God or force majeure events; and batteries, fuses, or other material normally consumed in operation of the Product.



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