



CLEAR-COM STANDARD LIMITED WARRANTY ON CLEAR-COM PRE-OWNED B-STOCK & EX-DEMO PRODUCTS

All Clear-Com Communication Systems ("Clear-Com") products sold from Refurbished B-Stock or Ex-Demo stock referred to within this document as "B-Stock" inventory have been restored to Clear-Com Certified working condition with new or refurbished parts. All products in B-Stock inventory are subject to prior sale and use (therefore may exhibit some form of wear and tear or cosmetic damage) and Clear-Com makes no express or implied commitment to supplying any item other than B-Stock inventory.

All B-Stock product sales are final.

Clear-Com warrants its B-Stock products (including supplied accessories) against defects in material or workmanship for a **limited period of 12 months** (from the date of shipment from Clear-Com). Clear-Com further warrants that any replacement parts provided and installed by or for Clear-Com as part of the Limited Warranty will be free from material defects in materials and workmanship themselves for a period of ninety (90) days after delivery thereof. Repair or replacement of any Product shall not extend the term of the original Limited Warranty of the Product. In the event that Clear-Com provides a replacement product then that product shall inherit the remaining original warranty term. Clear-Com will, at its option, either repair or replace such defective parts and reinstall such repaired or replaced parts, provided that Customer promptly notifies Clear-Com of any such defect. All replaced parts will become the property of Clear-Com. The foregoing is Customer's sole and exclusive remedy for breach of this warranty. **EXCEPT AS SET FORTH IN THIS SECTION ("LIMITED WARRANTY"), CLEAR-COM MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

Pursuant to this Limited Warranty, during the warranty period should a B-Stock product exhibit an operational defect then Clear-Com will, at its sole discretion: either i) repair the product using new or refurbished parts, or; ii) replace the product with a new or refurbished product.

The foregoing is your sole and exclusive remedy in the event of a defect. For purposes of this Limited Warranty, "refurbished" means a product or part that has been returned to its original specifications.

Clear-Com reserves the right to invalidate a product's warranty if the product's outer case has been opened and internal modifications have been made or damage has occurred, or other damage or failure is evident and not attributable to normal wear and tear. Authorized modifications with Clear-Com's express written permission will not invalidate the warranty. This Limited Warranty does not cover damage or failure caused by any occurrence beyond Clear-Com's reasonable control, including without limitation; acts of God, fire, flooding, earthquake, lightning, failure of electric power or air conditioning, neglect, misuse, improper operation, war, government regulations, supply shortages, riots, sabotage, terrorism, unauthorized modifications or repair, strikes, labor disputes or any product failure that Clear-Com determines is not a result of failure in the product or services provided by Clear-Com. Excluded from this Limited Warranty are services required due to errors or omissions in Customer purchase orders; installation or maintenance of wiring, circuits, electrical conduits or devices external to the products; replacement or reconditioning of products which, in Clear-Com's opinion cannot be reliably maintained or properly serviced due to excessive wear or deterioration; Customer's failure to maintain the installation site in accordance with the environmental specifications of the products; or service on products removed from the location originally specified by Customer and/or reinstalled without the prior written approval of Clear-Com.

IN NO EVENT WILL CLEAR-COM BE LIABLE UNDER THIS LIMITED WARRANTY OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

This Limited Warranty may not be assigned without the prior written consent of Clear-Com.

This Limited Warranty constitutes the entire warranty agreement between the parties and supersedes all prior or contemporaneous proposals, be they oral or written, and all other communications between Clear-Com and you relating to the Limited Warranty obligations and rights.