

# SENSAPHONE® 2000 Warranty

## 1 YEAR LIMITED WARRANTY

**PLEASE READ THIS WARRANTY CAREFULLY BEFORE USING THE PRODUCT.**

THIS LIMITED WARRANTY CONTAINS SENSAPHONE'S STANDARD TERMS AND CONDITIONS. WHERE PERMITTED BY THE APPLICABLE LAW, BY KEEPING YOUR SENSAPHONE PRODUCT BEYOND THIRTY (30) DAYS AFTER THE DATE OF DELIVERY, YOU FULLY ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS LIMITED WARRANTY.

IN ADDITION, WHERE PERMITTED BY THE APPLICABLE LAW, YOUR INSTALLATION AND/OR USE OF THE PRODUCT CONSTITUTES FULL ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY (HEREINAFTER REFERRED TO AS "LIMITED WARRANTY OR WARRANTY"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS WARRANTY, INCLUDING ANY LIMITATIONS OF WARRANTY, INDEMNIFICATION TERMS OR LIMITATION OF LIABILITY, THEN YOU SHOULD NOT USE THE PRODUCT AND SHOULD RETURN IT TO THE SELLER FOR A REFUND OF THE PURCHASE PRICE. THE LAW MAY VARY BY JURISDICTION AS TO THE APPLICABILITY OF YOUR INSTALLATION OR USE ACTUALLY CONSTITUTING ACCEPTANCE OF THE TERMS AND CONDITIONS HEREIN AND AS TO THE APPLICABILITY OF ANY LIMITATION OF WARRANTY, INDEMNIFICATION TERMS OR LIMITATIONS OF LIABILITY.

- 1. WARRANTOR:** In this Warranty, Warrantor shall mean "Dealer, Distributor, and/or Manufacturer."
- 2. ELEMENTS OF WARRANTY:** This Product is warranted to be free from defects in materials and craftsmanship with only the limitations and exclusions set out below.
- 3. WARRANTY AND REMEDY:** One-Year Warranty—In the event that the Product does not conform to this warranty at any time during the time of one year from original purchase, warrantor will repair the defect and return it to you at no charge.

This warranty shall terminate and be of no further effect at the time the product is: (1) damaged by extraneous cause such as fire, water, lightning, etc. or not maintained as reasonable and necessary; or (2) modified; or (3) improperly installed; or (4) misused; or (5) repaired or serviced by someone other than Warrantors' authorized personnel or someone expressly authorized by Warrantor's to make such service or repairs; (6) used in a manner or purpose for which the product was not intended; or (7) sold by original purchaser.

**LIMITED WARRANTY, LIMITATION OF DAMAGES AND DISCLAIMER OF LIABILITY FOR DAMAGES:** THE WARRANTOR'S OBLIGATION UNDER THIS WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AT THE WARRANTOR'S OPTION AS TO REPAIR OR REPLACEMENT. IN NO EVENT SHALL WARRANTORS BE LIABLE OR RESPONSIBLE FOR PAYMENT OF ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LABOR COSTS, PRODUCT COSTS, LOST REVENUE, BUSINESS INTERRUPTION LOSSES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR INFORMATION, OR FINANCIAL LOSS, FOR CLAIMS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS IN CONTRACT, BREACH OF WARRANTY OR TORT, AND WHETHER OR NOT CAUSED BY WARRANTORS' NEGLIGENCE. IN THE EVENT THAT IT IS DETERMINED IN ANY ADJUDICATION THAT THE LIMITED WARRANTIES OF REPAIR OR REPLACEMENT ARE INAPPLICABLE, THEN THE PURCHASER'S SOLE REMEDY SHALL BE PAYMENT TO THE PURCHASER OF THE ORIGINAL COST OF THE PRODUCT, AND IN NO EVENT SHALL WARRANTORS BE LIABLE OR RESPONSIBLE FOR PAYMENT OF ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL AND/OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST REVENUE, BUSINESS INTERRUPTION LOSSES, LOST PROFITS, LOSS OF BUSINESS, LOSS OF DATA OR INFORMATION, OR FINANCIAL LOSS, FOR CLAIMS OF ANY NATURE, INCLUDING BUT NOT LIMITED TO CLAIMS IN CONTRACT, BREACH OF WARRANTY OR TORT, AND WHETHER OR NOT CAUSED BY WARRANTORS' NEGLIGENCE.

WITHOUT WAIVING ANY PROVISION IN THIS LIMITED WARRANTY, IF A CIRCUMSTANCE ARISES WHERE WARRANTORS ARE FOUND TO BE LIABLE FOR ANY LOSS OR DAMAGE ARISING OUT OF MISTAKES, NEGLIGENCE, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS OR DEFECTS IN WARRANTORS' PRODUCTS OR SERVICES, SUCH LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CUSTOMER FOR WARRANTORS' PRODUCT AND SERVICES OR \$250.00, WHICHEVER IS GREATER. YOU HEREBY RELEASE WARRANTORS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION.

**INDEMNIFICATION AND COVENANT NOT TO SUE:** YOU WILL INDEMNIFY, DEFEND AND HOLD HARMLESS WARRANTORS, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATED COMPANIES, AGAINST ANY AND ALL CLAIMS, DEMANDS OR ACTIONS BASED UPON ANY LOSSES, LIABILITIES, DAMAGES OR COSTS, INCLUDING BUT NOT LIMITED TO DAMAGES THAT ARE DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, AND INCLUDING ATTORNEYS FEES AND LEGAL COSTS, THAT MAY RESULT FROM THE INSTALLATION, OPERATION, USE OF, OR INABILITY TO USE WARRANTORS' PRODUCTS AND SERVICES, OR FROM THE FAILURE OF THE WARRANTORS' SYSTEM TO REPORT A GIVEN EVENT OR CONDITION, WHETHER OR NOT CAUSED BY WARRANTORS' NEGLIGENCE.

YOU AGREE TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE WARRANTORS, THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATED COMPANIES, FOR ANY AND ALL LIABILITIES POTENTIALLY ARISING FROM ANY CLAIM, DEMAND OR ACTION BASED UPON ANY LOSSES, LIABILITIES, DAMAGES OR COSTS, INCLUDING BUT NOT LIMITED TO DAMAGES THAT ARE DIRECT OR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, AND INCLUDING ATTORNEYS FEES AND LEGAL COSTS, THAT MAY RESULT FROM THE INSTALLATION, OPERATION, USE OF, OR INABILITY TO USE WARRANTORS' PRODUCTS AND SERVICES, OR FROM THE FAILURE OF THE WARRANTORS' SYSTEM TO REPORT A GIVEN EVENT OR CONDITION, WHETHER OR NOT CAUSED BY WARRANTORS' NEGLIGENCE, EXCEPT AS NECESSARY TO ENFORCE THE EXPRESS TERMS OF THIS LIMITED WARRANTY.

**EXCLUSIVE WARRANTY:** THE LIMITED WARRANTY OR WARRANTIES DESCRIBED HEREIN CONSTITUTE THE SOLE WARRANTY OR WARRANTIES TO THE PURCHASER. ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED, INCLUDING: THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR USE AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND THE WARRANTY OF NON-INFRINGEMENT AND/OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

It must be clear that the Warrantors are not insuring your premises or business or guaranteeing that there will not be damage to your person or property or business if you use this Product. You should maintain insurance coverage sufficient to provide compensation for any loss, damage, or expense that may arise in connection with the use of products or services, even if caused by Warrantors' negligence. The warrantors assume no liability for installation of the Product and/or interruptions of the service due to strikes, riots, floods, fire, and/or any cause beyond Seller's control, further subject to the limitations expressed in any License Agreement or other Agreement provided by Warrantors to purchaser.

The agreement between the Warrantors and the Purchaser, including but not limited to the terms and conditions herein shall not be governed by the Convention for the International Sale of Goods. Where applicable, the Uniform Commercial Code as adopted by the State of Delaware shall apply.

**4. PROCEDURE FOR OBTAINING PERFORMANCE OF WARRANTY:** In the event that the Product does not conform to this warranty, the Product should be shipped or delivered freight prepaid to a Warrantor with evidence of original purchase.

**5. LEGAL REMEDIES AND DISCLAIMER:** Some jurisdictions may not allow, or may place limits upon, the exclusion and/or limitation of implied warranties, incidental damages and/or consequential damages for some types of goods or products sold to consumers and/or the use of indemnification terms. Thus, the exclusions, indemnification terms and limitations set out above may not apply, or may be limited in their application, to you. If the implied warranties can not be excluded, and the applicable law permits limiting the duration of implied warranties, then the implied warranties herein are to be limited to the same duration as the applicable written warranty or warranties herein. The warranty or warranties herein may give you specific legal rights that will depend upon the applicable law. You may also have other legal rights depending upon the law in your jurisdiction.

**6. CHOICE OF FORUM AND CHOICE OF LAW:** In the event that a dispute arises out of or in connection with this Limited Warranty, then any claims or suits of any kind concerning such disputes shall only and exclusively be brought in either the Court of Common Pleas of Delaware County, Pennsylvania or the United States District Court for the Eastern District of Pennsylvania.

Regardless of the place of contracting or performance, this Limited Warranty and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law.

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