

The Samsung logo, consisting of the word "SAMSUNG" in white capital letters inside a blue oval.

SAMSUNG TELECOMMUNICATIONS AMERICA

BUSINESS COMMUNICATION SYSTEMS

5 YEAR WARRANTY

SAMSUNG TELECOMMUNICATIONS AMERICA ("STA"), warrants to its authorized Dealers and to the original retail purchaser ("Users") of a STA product for a period of 60 months from the date of shipment of the Product from STA's facility, that the Product (except for lamps, fuses, and other consumable items) will be free from defects in material and workmanship. Repaired or replaced materials shall be warranted for the balance of the warranty remaining on the original equipment, or 90 days from date of shipment from STA's facility, whichever is longer.

This warranty is for the benefit of and shall apply only to authorized Dealers and to Users. This warranty will not apply if the defect arises out of accident, neglect, alteration or misuse, failure of electric power, air conditioning, humidity control, causes other than ordinary use, or causes beyond STA's control. All warranty claims shall be waived unless reported, in writing, to STA or its authorized Dealer, prior to the expiration of the applicable warranty period.

The obligation of STA under this warranty is, at the sole option of STA: 1) the repair or replacement (with new or refurbished parts), of the defective or missing parts that are causing the malfunction and which are determined to be the defective by STA, and the return shipment of such parts to the Dealer (Dealer or User shall be responsible to pay for shipment of the defective parts to STA and for all the expenses connected with their removal and reinstallation); or 2) in lieu of repair or replacement, STA may refund the price charged by STA to its Dealer for such parts as are determined by STA to be defective and which are returned to STA through an authorized Dealer within the warranty period and no later than 30 days after such malfunction, whichever occurs first.

5 YEAR WARRANTY

To obtain service under this warranty:

(1) USERS must provide written notice of the malfunction to an authorized STA Dealer within the warranty period and not later than 30 days after the date of the malfunction, whichever occurs first. If the USER is unable to identify an authorized STA Dealer, USER must provide written notice of the malfunction, including proof of the date of purchase of the equipment and the serial number of the malfunctioning Product, to STA at its corporate offices. Upon receipt of such notice and determination by STA that User is eligible for Warranty service, STA will provide the USER with the name of an authorized STA Dealer to contact for warranty service. DEALERS must provide written notice of malfunction to STA no later than the expiration of the warranty period 30 days after the date the Dealer becomes aware of the malfunction, whichever comes first. For purposes of this Warranty, the issuance by STA of a Material Return Authorization (MRA) number by telephone to an authorized Dealer shall be deemed to be written notice from the Dealer with respect to the material returned under that MRA.

STA MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES ARE DEALER'S AND USER'S SOLE REMEDIES AND IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART OF STA FOR DAMAGES, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE PRODUCTS, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE PRODUCTS, WHETHER IN A CONTRACT OR TORT ACTION. INCLUDING NEGLIGENCE, EVEN IF STA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE TOTAL MAXIMUM LIABILITY OF STA FOR BREACH OF WARRANTY SHALL BE LIMITED TO A REFUND OF THE COST OF THE DEFECTIVE PRODUCT.

No Dealer and no person other than an officer of SAMSUNG TELECOMMUNICATIONS AMERICA may extend or modify this warranty, and no modification or extension of this warranty shall be effective unless in writing signed by the authorized officer of SAMSUNG TELECOMMUNICATIONS AMERICA.