

DIGITAL CONFERENCING WARRANTY

The following basic warranty applies to new Digital Conferencing Systems (DCSS). DCSS hardware is warranted for a period of one (1) year following shipment from Seller's manufacturing location.

During the warranty period, Seller warrants to Buyer and/or end user, that upon shipment from the Dynalec manufacturing location, the Digital Conferencing System (s) will be free from defects in material and workmanship and will conform to Seller's specifications for such item. If under normal and proper use, a defect or nonconformity appears in furnished products during the applicable warranty period, Seller, at its option, will repair replace or correct such warranted items without charge to the Buyer.

During the warranty period Buyer may call Dynalec for assistance in diagnosis of equipment problems. Best effort will be made to remedy the problem via telephone. Hours of operation are from 8:00 a.m. to 4:30 p.m. EST/EDST, Monday through Friday, POC Frank Daratt @ 315-483-6923.

Removal and reinstallation expenses associated with returning warranted items to the Seller's manufacturing facility in Sodus, New York, shall be borne by the Buyer. Buyer shall receive approval of the method and cost of transporting the warranted item to the Seller's location prior to shipment.

This warranty does not extend to any item(s) which has been: (1) subjected to misuse, neglect, accident or abuse, (2) installed, repaired or altered by anyone other than Seller, (3) moved, stored, handled or maintained, or (4) used in violation of Seller's instructions. The warranty does not extend to any system designed or manufactured by anyone other than Seller into which any item(s) furnished by Seller are incorporated.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. BUYER'S SOLE AND EXCLUSIVE REMEDY SHALL BE SELLER'S OBLIGATION TO REPAIR AND REPLACE.