



Warranties

Hardware Warranty. Grandstream warrants to Distributor that all hardware Products sold by Grandstream to Distributor hereunder will be free from defects in workmanship and materials under normal use. If it appears that any Product or part thereof contains a defect in materials or workmanship, and Distributor notifies Grandstream in writing within the warranty period, Grandstream shall, at Distributor's option, repair such defective Product or part or deliver to Distributor an equivalent Product or part to replace such defective item as long as the Product or part thereof meets the published product specifications. If neither of the foregoing is feasible, Grandstream may, at Grandstream's sole discretion, refund the purchase price paid by Distributor for the defective Product. Replaced or repaired components, subassemblies or units and Spares are warranted for ninety (90) days or the balance of the original warranty period, whichever is longer.

Software Warranty. Grandstream warrants that the software programs licensed hereunder will perform in substantial conformance to the applicable program specifications during the warranty period. Grandstream warrants the media containing the software against failure and that it is free from defects in materials and workmanship. During the warranty period Grandstream warrants that it will not intentionally introduce into the Software any protection feature designed to prevent its use.

It is further acknowledged that software in general is not error-free and the parties agree that the existence of such minor errors does not mean it does not perform in substantial conformance to the applicable program specification. It is explicitly acknowledged, for the avoidance of doubt, that VoIP equipment in general are not one hundred (100) per cent secure and Grandstream assumes no liability under this Agreement for any damage suffered whether by Distributor or End User because of encroachments by unauthorized parties.

Grandstream will not be responsible for providing any updates unless Grandstream provides such updates to its other commercial customers, unless such unique updates are contracted and paid for by Distributor.

The warranty given in this agreement does not apply to damaged or defected products or parts when caused by improper use, abuse, incorrect installation, mismanagement, normal "wear and tear", faulty storage or by using the products outside the specifications detailed in manuals and documentations relating to the products, or outside the carrier's conditions of carriage or other handling stipulations.

TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES AND REMEDIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. GRANDSTREAM'S WARRANTIES HEREIN RUN ONLY TO DISTRIBUTOR AND ARE NOT EXTENDED TO ANY THIRD PARTIES WHICH, FOR THE AVOIDANCE OF DOUBT, INCLUDES ANY AGENTS OR DEALERS OF DISTRIBUTOR. GRANDSTREAM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS, AND GRANDSTREAM MAKES NO WARRANTY WHATSOEVER FOR ANY NON-STANDARD PRODUCTS SUPPLIED BY IT HEREUNDER.

Warranty Periods.

Hardware warranty - one (1) year calculated from the date of Distributors delivery to its customer, however, limited to fourteen (14) months from the date of Grandstream delivery to Distributor at the most.

Software warranty - one (1) year calculated from the date of Distributors delivery to its customer, however, limited to fourteen (14) months from the date of Grandstream delivery to Distributor at the most.

Distributor shall upon request from Grandstream be able to show when the faulty products or parts were delivered to Distributor.