

FIVE YEAR (5) PRODUCT WARRANTY

iS5 Communications (iS5Com) warrants to Buyer that Products are free from defects in material and workmanship for five (5) years after shipment for all iS5Com Products. This warranty is conditioned upon proper storage, installation, connection, operation and maintenance of products. Prompt written notice to iS5Com of any defects and, if required, prompt availability of products to iS5Com for correction.

This warranty shall be void in its entirety if Buyer fails to implement required product upgrades, modifies products without prior written consent to and subsequent approval of any such modifications by iS5Com or uses products for any applications that require product listing or qualification not specifically included in the iS5Com written quotation or proposal. If any product fails to conform to this warranty, Buyer will properly notify iS5Com of such failure and Buyer shall return the Product(s) to the iS5Com factory for diagnosis (and pays all expenses for such return), iS5Com shall correct any such failure by, at its sole discretion, by either repairing any defective or damaged product part(s) or making available, freight, prepaid, by iS5Com (Carriage Paid To (CPT) customer's place of business) any necessary replacement part(s) or Product(s). Any product repair or upgrade shall be covered by this warranty for the longer of one (1) year from date of repair or the remainder of the original warranty period.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE), EXCEPT TITLE AND PATENT INFRINGEMENT.

iS5Com shall, whenever possible, pass the original manufacturer's warranty to Buyer for non-iS5Com products. iS5Com does not warrant non-iS5Com products including control enclosure structures, systems, and products or prototypes provided by iS5Com for testing, marketing, or loan purposes. iS5Com shall perform Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. iS5Com shall re-perform (or, at iS5Com's option, pay a third party to re-perform) and defective Services (including Services performed in conjunction with iS5Com systems) at no cost upon receipt of notice detailing the defect(s) within one (1) year of performance of the original Services.

