

Comtech EF Data products are warranted against defects in material and workmanship for a period of two years from the date of shipment. During the warranty period, Comtech EF Data will, at its option, repair or replace products that prove to be defective. Repairs are warranted for the remainder of the original two year warranty or a 90 day extended warranty, whichever is longer.

For equipment under warranty, the owner is responsible for freight to Comtech EF Data and all related customs, taxes, tariffs, insurance, etc. Comtech EF Data is responsible for the freight charges only for return of the equipment from the factory to the owner. Comtech EF Data will return the equipment by the same method (i.e., Air, Express, Surface) as the equipment was sent to Comtech EF Data.

All equipment returned for warranty repair must have a valid RMA number issued prior to return and be marked clearly on the return packaging. Comtech EF Data strongly recommends all equipment be returned in its original packaging.

Comtech EF Data Corporation's obligations under this warranty are limited to repair or replacement of failed parts, and the return shipment to the buyer of the repaired or replaced parts.

Limitations of Warranty

The warranty does not apply to any part of a product that has been installed, altered, repaired, or misused in any way that, in the opinion of Comtech EF Data Corporation, would affect the reliability or detracts from the performance of any part of the product, or is damaged as the result of use in a way or with equipment that had not been previously approved by Comtech EF Data Corporation.

The warranty does not apply to any product or parts thereof where the serial number or the serial number of any of its parts has been altered, defaced, or removed.

The warranty does not cover damage or loss incurred in transportation of the product.

The warranty does not cover replacement or repair necessitated by loss or damage from any cause beyond the control of Comtech EF Data Corporation, such as lightning or other natural and weather related events or wartime environments.

The warranty does not cover any labor involved in the removal and or reinstallation of warranted equipment or parts on site, or any labor required to diagnose the necessity for repair or replacement.

The warranty excludes any responsibility by Comtech EF Data Corporation for incidental or consequential damages arising from the use of the equipment or products, or for any inability to use them either separate from or in combination with any other equipment or products.

A fixed charge established for each product will be imposed for all equipment returned for warranty repair where Comtech EF Data Corporation cannot identify the cause of the reported failure.

Exclusive Remedies

Comtech EF Data Corporation's warranty, as stated is in lieu of all other warranties, expressed, implied, or statutory, including those of merchantability and fitness for a particular purpose. The buyer shall pass on to any purchaser, lessee, or other user of Comtech EF Data Corporation's products, the aforementioned warranty, and shall indemnify and hold harmless Comtech EF Data Corporation from any claims or liability of such purchaser, lessee, or user based upon allegations that the buyer, its agents, or employees have made additional warranties or representations as to product preference or use.

The remedies provided herein are the buyer's sole and exclusive remedies. Comtech EF Data shall not be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory.