

## **Radius Gateway Limited Product Warranty**

Pursuant to all provisions described herein, Radius Gateway products are warranted for one (1) year from the date of purchase against defects in the build materials and workmanship. Radius Gateway also warrants that the Software will materially conform to the documentation supplied by Radius Gateway with the RadConfig Software. In the event that the Software fails to materially conform to the documentation and an authorized Radius Gateway reseller is notified in writing of such failure within the warranty period, VP or its reseller shall use commercially reasonable efforts to promptly correct the nonconformity.

Radius Gateway does not warrant that the use of the Software will be uninterrupted or error free. Radius Gateway does not warrant that the Products will meet any requirements or specifications of any End User Customer. This warranty applies to the entire Radius Gateway product, including antennas and the power adapter. The above warranties are void if the alleged defect cannot be verified by Radius Gateway or if, as determined by Radius Gateway, the product failure was due to tampering, abuse, misuse, accident, shipping, handling, or storage; or if the product has been installed, used, or maintained in a manner not described in the product user manual, if the product has been altered in any way, or if product serialization has been altered. Any attempt to disassemble or repair the product by anyone other than Radius Gateway immediately voids this warranty. This warranty applies only to the original End User purchaser of the product and may not be transferred to any other individual or entity.

THE FOREGOING ARE THE EXCLUSIVE WARRANTIES APPLICABLE TO THE PRODUCT INCLUDING THE SOFTWARE, AND THE EXCLUSIVE REMEDY FOR DEFECTS IN THE PRODUCT. RADIUS GATEWAY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. SOME LAWS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO TO THAT EXTENT THIS LIMITATION MAY NOT APPLY TO YOU.

In no event will Radius Gateway be liable for any special, incidental, consequential, punitive or indirect damages whatsoever (including, without limitation, damages for loss of profits, business interruption, loss of information, or other pecuniary loss) arising out of the use or inability to use the product or the performance, interruption or failure of the product, irrespective of the cause of action, even if Radius Gateway has been advised of the possibility of such damages. Radius Gateway's cumulative liability for all claims arising out of or in connection with this warranty will not exceed the amount paid by the original "End User" purchaser to purchase the product. The amounts payable for the product are based in part on these limitations and these limitations shall apply notwithstanding the failure of essential purpose of any remedy. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential

damages, so to that extent the above limitations or exclusions may not apply to you. By using the product the original End User purchaser agrees to and is bound by these terms and conditions. In the event that a product fails to meet this warranty and Radius Gateway's authorized reseller is notified in writing of such failure within the warranty period, Radius Gateway shall, at its own discretion, either repair the product or replace it with the same or a functionally-equivalent product free of charge. Replacement products may contain refurbished materials in whole or in part. Radius Gateway will honor this warranty provided the product is returned through an authorized Radius Gateway reseller or dealer with shipping charges prepaid, along with a proof of purchase describing the original purchase date and product serial numbers if applicable. The authorized reseller must acquire a Return Materials Authorization (RMA) number from VP prior to returning any product. Radius Gateway does not accept shipments of defective products without shipping charges prepaid.

If you have any questions in regards to this warrant, contact a Radius Gateway Sales Representative today at the following information:

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