

LIMITED WARRANTY INFORMATION FOR THE UNITED STATES AND CANADA

New, serialized product

EnGenius Technologies, Inc. warrants new and serialized EnGenius branded hardware product against defects in materials and workmanship under normal use for the Warranty Period, which begins on the date of purchase by the original end-user purchaser and lasts for the period of One (1) Year. This limited warranty is non-transferable and extends only to the original end-user purchaser. Your exclusive remedy and EnGenius Technologies' entire liability under this limited warranty will be for EnGenius Technologies, at its sole option, to (a) repair the product with new or refurbished parts or (b) replace the product with a reasonably available equivalent new or refurbished EnGenius Technologies product. Any repaired or replacement products will be warranted for the remainder of the original Warranty Period or Ninety (90) days after receipt of the repaired or replacement product(s), whichever is longer. All products and parts that are replaced become the property of EnGenius Technologies.

New, non-serialized product

EnGenius Technologies warrants new and non-serialized telecom products against defects in materials and workmanship under normal use for the Warranty Period, which begins on the date of purchase by the original end-user purchaser and lasts for the period of Ninety (90) days.

Refurbished, serialized product

EnGenius Technologies warrants refurbished and serialized products against defects in materials and workmanship under normal use for the Warranty Period, which begins on the date of purchase by the original end-user purchaser and lasts for the period of Ninety (90) days or the end of the original warranty period, whichever is longer.

Firmware / Software

EnGenius Technologies does not warrant the firmware / software that comes with or is downloaded to the EnGenius product. EnGenius firmware / software are licensed to the original end-user purchaser provided it was purchase from EnGenius or an EnGenius authorized reseller.

Limitations, Exclusions of Service and Voiding of Warranty

The above limited warranty does not extend to any EnGenius product that is not purchased from an EnGenius Technologies, Inc. Authorized Reseller. To verify a reseller is authorized to sell EnGenius products, please visit our website at: www.engeniustech.com or contact us at 888-700-5888. Products that are not sold from EnGenius Technologies, Inc. to their authorized channel partners are not covered by this limit warranty.

This limited warranty does not apply if: (a) the product assembly seal has been removed or damaged, (b) the product has been altered or modified, except by EnGenius Technologies, (c) the product damage was caused by use with non EnGenius Technologies products, (d) the product has not been installed, operated, repaired, or maintained in accordance with instructions supplied by EnGenius Technologies, (e) the product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident, (f) the serial number on the Product has been altered, defaced, or removed, or (g) the product is supplied or licensed for beta, evaluation, testing or demonstration purposes for which EnGenius Technologies does not charge a purchase price or license fee. ALL SOFTWARE PROVIDED BY ENGENIUS TECHNOLOGIES WITH THE PRODUCT, WHETHER FACTORY LOADED ON THE PRODUCT OR CONTAINED ON MEDIA ACCOMPANYING THE PRODUCT, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. Without limiting the foregoing, EnGenius Technologies does not warrant that the operation of the product or software will be uninterrupted or error free. Also, due to the continual development of new techniques for intruding upon and attacking networks, EnGenius Technologies does not warrant that the product, software or any equipment, system or network on which the product or software is used will be free of vulnerability to intrusion or attack. The product may include or be bundled with third party software or service offerings. This limited warranty shall not apply to such third party software or service offerings. This limited warranty shall not apply to such third party software or service offerings. This limited warranty does not quarantee any continued availability of a third party's service for which this product's use or operation may require.

THE FOREGOING IS THE COMPLETE WARRANTY FOR ENGENIUS PRODUCTS PURCHASED IN THE UNITED STATES OF AMERICA OR CANADA AND SUPERCEDES ALL OTHER WARRANTIES AND REPRESENTATION, WHETHER ORAL OR WRITTEN. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, AND TO THE FURTHEST EXTENT ALLOWED BY LAW, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED AND ARE EXPRESSLY DISCLAIMED BY ENGENIUS TECHNOLOGIES, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED. SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction. ALSO TO THE FURTHEST EXTENT ALLOWED BY LAW, IN NO EVENT WILL ENGENIUS TECHNOLOGIES BE LIABLE FOR ANY LOST DATA, REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT (INCLUDING ANY SOFTWARE). EVEN IF ENGENIUS TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL ENGENIUS TECHNOLOGIES' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. The foregoing limitations will apply even if any warranty or remedy provided under this limited warranty fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. In the event that any provisions of this limited warranty should be or become invalid or unenforceable under applicable law, the remaining terms and conditions shall be construed in such a manner as to be valid and enforceable. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. Online warranty registration may be available for this product, please check our website, www.engeniustech. com

Technical Support

This limited warranty is neither a service nor a support contract. Information about EnGenius Technologies' current technical support offerings and policies (including any fees for support services) can be found at: www.engeniustech.com.

This limited warranty is valid only in the United States of America and Canada. If you acquired the product in the United States, the laws of the State of California, United States of America, will apply to this limited warranty. If you acquired the product in Canada, except where expressly prohibited by local law, the laws in force in the Province of Ontario, Canada will apply to this limited warranty. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this limited warranty. The venue for any action, dispute or proceeding with respect to this limited warranty shall be Orange County, California, unless otherwise prohibited by applicable law.

Please direct all inquiries to: EnGenius Technologies, 1580 Scenic Avenue, Costa Mesa, CA 92626.

Obtaining Warranty Service

Alf you have a question about your product or experience a problem with it, please go to www.engeniustech.com where you will find a variety of online support tools and information to assist you with your product. If the product proves defective during the Warranty Period, contact EnGenius Technologies Technical Support for instructions on how to obtain warranty service. The telephone number for EnGenius Technologies Technical Support in your area can be found at www.engeniustech.com. Have your product serial number and proof of purchase on hand when calling. A DATED PROOF OF ORIGINAL PURCHASE IS REQUIRED TO PROCESS WARRANTY CLAIMS. If you are requested to return your product, you will be given a Return Materials Authorization (RMA) number. You are responsible for properly packaging and shipping your product to EnGenius Technologies at your cost and risk. You must include the RMA number and a copy of your dated proof of original purchase when returning your product. Products received without a RMA number and dated proof of original purchase will be rejected. Do not include any other items with the product you are returning to EnGenius Technologies. Defective product covered by this limited warranty will be repaired or replaced and returned to you without charge. Customers outside of the United States of America and Canada are responsible for all shipping and handling charges, custom duties, VAT and other associated taxes and charges. Repairs or replacements not covered under this limited warranty will be subject to charge at EnGenius Technologies' then-current rates.