

# Nextivity Inc Warranty

Nextivity Limited Warranty Statement – Cel-Fi Series Repeaters

## **Extent of Limited Warranty**

Nextivity Inc warrants to the end-user customer that the NEXTIVITY INC products will be free from defects in material, software, and workmanship for the duration of the warranty period. Unless otherwise noted, warranty for 12 months for Cel-Fi RS1 series products and 24 months for Nextivity RS2 series products.

As there are many parts of the RF connection, NEXTIVITY INC does not warrant or guarantee any specific area of coverage or data rates.

NEXTIVITY INC's limited warranty covers only those defects that arise as a result of normal use of the product and does not cover any other problems, including those that arise as a result of:

- (i) improper maintenance or modification;
- (ii) software, parts not provided or supported by NEXTIVITY INC;
- (iii) operation outside the product's specifications; or
- (iv) Unauthorized modification or misuse.

If NEXTIVITY INC receives, during the applicable warranty period, notice of a defect in any product which is covered by NEXTIVITY INC's warranty, NEXTIVITY INC shall either repair or replace the product, at NEXTIVITY INC's option.

Any replacement product may be either new or like-new, provided that it has functionality at least equal to that of the product being replaced.

NEXTIVITY INC products may contain remanufactured parts, components, or materials equivalent to new in performance.

NEXTIVITY INC's Limited Warranty Statement is valid in any country where the covered NEXTIVITY INC product is distributed by NEXTIVITY INC.

## **Limitations of Warranty**

TO THE EXTENT ALLOWED BY LOCAL LAW, NEITHER NEXTIVITY INC NOR ITS THIRD PARTY SUPPLIERS MAKES ANY OTHER WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Limitations of Liability**

To the extent allowed by local law, the remedies provided in this Limited Warranty Statement are the customer's sole and exclusive remedies.

TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL NEXTIVITY INC OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### Local Law

This Limited Warranty Statement gives the customer specific legal rights. The customer may also have other rights which vary from state to state in the United States, from province to province in Canada, and from country to country elsewhere in the world. To the extent that this Limited Warranty Statement is inconsistent with local law, this Statement shall be deemed modified to be consistent with such local law. Under such local law, certain disclaimers and limitations of this Warranty Statement may not apply to the customer. For example, some states in the United States, as well as some governments outside the United States (including provinces in Canada), may: (i) preclude the disclaimers and limitations in this Warranty Statement from limiting the statutory rights of a consumer (e.g., United Kingdom); (ii) otherwise restrict the ability of a manufacturer to enforce such disclaimers or limitations; or (iii) grant the customer additional warranty rights, specify the duration of implied warranties which the manufacturer cannot disclaim, or allow limitations on the duration of implied warranties. THE TERMS IN THIS WARRANTY STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THE NEXTIVITY INC PRODUCTS TO SUCH CUSTOMERS.