

One Year Limited Hardware Warranty for the trixbox Appliance:

This document describes the terms and conditions of the Limited Hardware Warranty for the trixbox Appliance that is provided by Fonality to its resellers. To receive warranty service, customers must contact their place of purchase (reseller); and follow the outlined RMA process, as Fonality will not provide direct hardware warranty service for the trixbox Appliance to customers.

It should also be noted that some third party components included with the trixbox Appliance may carry their own, separate warranty terms, some of which are outlined below.

One Year Limited Hardware Warranty Terms and Conditions

- 1) **Replacement, Repair or Refund Procedure for Hardware:** Fonality or its authorized distributor will use commercially reasonable efforts to ship replacement parts within five (5) working days after acceptance of the RMA request from the reseller. Actual delivery times may vary depending on Customer location. Fonality may, at its discretion, replace the entire Appliance or refund the purchase price as its exclusive remedy under this Warranty.
- 2) **Returns:** No returns are accepted; and all sales are final.
- 3) **Warranty Procedure:** To Receive a Return Materials Authorization (RMA) Number, the customer must contact the party from whom the Appliance was purchased. The reseller is responsible for contacting Fonality to open a RMA request.
 - a. Upon acceptance of the RMA request, Fonality will use commercially reasonable efforts to ship replacement parts within five (5) working days. Actual delivery times may vary depending on Customer location. The shipping cost associated with the replacement part is covered by Fonality.
 - b. The defective part must be shipped back to Fonality within 10 days of RMA acceptance. The shipping cost associated with the return of the defective unit is the responsibility of the requestor (reseller).
 - c. The requestor (reseller) will be charged for the full price of the replacement part, plus all associated shipping and handling costs if the defective unit is not returned within 10 days from the acceptance of the RMA.
- 4) **Warranty Term:** Fonality warrants the trixbox Appliance for the earlier of one (1) year from purchase, or 13 months from original shipment from Fonality.
- 5) **Excluded Components:** This Warranty does not cover any PCI Cards incorporated in the Appliance. Those components are covered under their manufacturer's own warranty.

For your convenience, the following information applies to any Sangoma PCI(e) cards which may be included in your Appliance:

Sangoma components carry a five (5) year limited manufacturer warranty and are serviced direct from the hardware manufacturer. Please contact Sangoma directly at:

<http://sangoma.com/main/support/techdesk>

- 6) **Exclusions:** THIS LIMITED WARRANTY COVERS NORMAL USE OF THE TRIXBOX APPLIANCE (THE "PRODUCT"). FONALITY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, VIRUSES, UNAUTHORIZED SERVICE OR PARTS, THE COMBINATION OF COVERED PRODUCTS WITH OTHER PRODUCTS, OR "ACTS OF GOD". ANY WARRANTY APPLICABLE TO THIRD-PARTY PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER. FURTHERMORE, FONALITY DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES IF THE CONFIGURATION OF THE trixbox APPLIANCE IS ALTERED IN ANY WAY FROM THE ORIGINAL CONFIGURATION BY ANY PARTY (this includes changes to the base SW – CE to PRO or PRO to CE).
- 7) **Dead on Arrival (DOA):** Fonality will provide the reseller with an Advanced Replacement of the DOA unit if the reseller informs Fonality of a DOA condition within 48 hours after confirmed delivery.
- To process a DOA Advanced Replacement, the reseller must follow the RMA process as outlined above.
 - DOA Advanced Replacement is subject to the exclusions outlined in section 7 (above).
 - If the DOA conditions are met and the RMA is accepted, Fonality will absorb all shipping costs (replacement and return of the defective unit).
 - If the returned unit is examined and deemed to be NFF (No Fault Found), or altered from its original configuration, Fonality will charge the reseller the full price of the unit, plus all shipping and handling.
 - Should the reseller fail to return the DOA unit within 10 days from RMA acceptance, Fonality will charge the reseller the full price of the unit, plus all shipping and handling.
- 8) **Disclaimer of Warranties; Limitation of Liability.**
- Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH ABOVE, FONALITY PROVIDES THE PRODUCT "AS IS" AND WITH ALL FAULTS. FONALITY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NONINFRINGEMENT, WITH REGARD TO THE PRODUCT.
 - Disclaimer of Certain Damages. IN NO EVENT WILL FONALITY BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT OR OTHERWISE IN CONNECTION WITH THE PRODUCT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF FONALITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
 - Limitation of Liability. FONALITY'S LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE AMOUNT ACTUALLY



PAID BY YOU FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES YOU MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of warranties, disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of certain damages. To the extent that those laws apply to this Warranty, the exclusions and limitations set forth above may not apply to you. You may have other rights which vary from state to state or province to province. For further warranty information, you may contact Fonality at 200 Corporate Pointe, Suite 350, Culver City, California 90230.

- 8) **Entire Agreement.:** This agreement sets forth the entire agreement of Fonality and you with respect to the Product and the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements whether written or oral. No amendment, modification or waiver of any of the provisions of this agreement will be valid unless set forth in a written instrument signed by the party to be bound thereby.

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