

## Ventev One Year Limited Warranty Agreement

Ventev warrants that for the period of one year from the date of shipment the Ventev Power Systems and Enclosure line products<sup>1</sup> shall be free from defects in material and workmanship under normal use, consistent with product specifications and Ventev instructions. The warranty period commences from the date of product shipment (from Ventev's manufacturing facility) to the end-user customer or, in case of resale by a Ventev Reseller, the date of shipment to the end-user customer, no later than 90 days after original shipment of the product by Ventev. A valid proof of purchase is required for warranty service.

The warranty is applicable to Ventev Power Systems and Enclosure products only and limited to repairing, replacing, or issuing a credit solely at the discretion of Ventev after evaluation of the returned product. If Ventev issues a credit, the amount shall not exceed the product price at the time of purchase. This limited warranty only extends to the original end user of the product. The warranty period for a repaired or replaced product is 90 days from the shipment date or the remainder of the unexpired term of the original warranty period, whichever is greater.

**Return Material Authorizations (RMA):** Customer must contact Ventev Support to obtain the RMA number prior to returning product to Ventev. The RMA number is necessary to ensure proper tracking and handling of the returned product. Without the RMA number, Ventev reserves the right to refuse receipt of the returned product. Customer is responsible to adhere to Ventev's RMA procedure. All shipping and handling of unit to and from the Ventev repair facility is the responsibility of customer. Any remedies under this warranty are restricted to repair or replacement of the defective product.

**Restrictions and Exclusions:** This limited warranty does not apply if the enclosure solution, including any hardware inside:

1. Has been altered or modified, except by Ventev or its authorized representative;
2. Has not been installed, operated, repaired, or maintained in accordance with Ventev installation guidelines;
3. Has been subjected to abnormal physical or electrical use, abnormal environmental conditions, misuse, negligence, accident, or used for evaluation, testing, or demonstrations; and/or
4. Has been subjected to acts of God, which may include, but are not limited to fire, water, theft, or any other cause beyond the range of the intended use.

Discoloration of Ventev enclosures from environmental atmospheric conditions, including UV exposure and metal oxidations, is considered normal and is not covered under the warranty.

Batteries are excluded from this warranty and subject to battery manufacturer's warranty terms and conditions.

**Disclaimer:** This is an exclusive warranty. Any remedies under this warranty are restricted to repair, replacement, or credit. Ventev is in no way liable for uninterrupted or error-free operation; coverage for any loss of profits, loss of use, costs for removal or installation of defective equipment, damages or consequential damages based upon equipment failure during, or after, the warranty period. There is no warranty for loss of data – you must regularly back up the data stored on your product to a separate storage product. Ventev makes no other representations or warranties, express or implied, and specifically disclaims and excludes any representation or warranty of merchantability, noninfringement, or fitness for a purpose and any representation or warranty arising by usage of trade, course of dealing, or course of performance. Ventev's total liability for any claim or damage arising out of or in connection with the manufacture, sale, delivery, or use of the products will be limited to proven direct damages, not to exceed the purchase price of such products. In no event will seller be liable for any indirect, special, incidental, consequential, or punitive damages, including, without limitation, any claim for loss of actual or anticipated revenues or profits. These limitations on liability will apply regardless of the form of action, whether in contract, tort, strict liability, or otherwise, and whether the damages were foreseeable. The terms and conditions contained herein and the rights of the parties to any transaction to which they relate shall be governed by and construed in accordance with the laws of the State of Maryland, U.S. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. When used herein, Ventev means the Ventev division of TESSCO Technologies, Inc. and its affiliates, representatives, owners, subsidiaries, employees, and assignees.

<sup>1</sup> Batteries, integrated radios, gateways, routers, switches, etc. are excluded and subject to specific manufacturers' warranty.