

## FIVE-YEAR LIMITED WARRANTY

Manufacturers Limited Warranty. Raycap, Inc. (Raycap) warrants that its products will be free from defects in materials and workmanship, and will perform in accordance with design specifications, for a period of five years from the date of delivery to Customer.

Surge Protection Device (SPD) Replacement Warranty. For five years (one year for Telephone, T-1, Coaxial, Dataline, RF, and DC protectors) from the date of delivery to customer, Raycap will repair or replace the product or the affected component if it is damaged or destroyed due to voltage transients, including voltage transients caused by severe lightning strikes. This SPD Replacement Warranty may be voided or modified for product installed at a single site that suffers damage from transients more than two times during the SPD Replacement Warranty Period. The SPD Replacement Warranty is subject to customer obligations described below.

Warranty Limitations. This warranty does not apply and does not assume risk of liability for results of the use of products purchased from it, including but without limiting the generality of the foregoing: (1) Damages or loss caused inadequate storage, accident, negligence, misapplication, or any event related to surge or if it has been altered or modified in any way; (2) Damages or loss associated with Acts of God such as Flood and Earthquake, and War, Insurrection, Terrorism, Vandalism, Theft, Erosion or Depletion; (3) The use in combination with any electrical or electronic components, circuits, systems, assemblies or any other materials or substances; (4) unsuitability of any products for use in any circuit or assembly; (5) Non-authorized program or equipment modification.

Customer Obligations. Customer must install the product in accordance with the installation instructions included at the time of delivery. The Limited Warranty and the SPD Replacement Warranty are void in the event the product is not installed in accordance with the installation instructions. Customer agrees to follow Warranty Claim Procedures in making a claim under either the Manufacturers Limited Warranty or the SPD Replacement Warranty. Failure to follow the Warranty Claim Procedures could void these warranty protections. Customer agrees to cooperate with Raycap to evaluate and resolve power quality problems in the event a claim is made under the Manufacturers Limited Warranty or the SPD Replacement Warranty for a second time during the SPD Replacement Warranty Period. Raycap may request site monitoring, a site visit, or a conference call to evaluate site problems that may be causing or contributing to product damage. If site monitoring or a site visit reveals installation deficiencies, Raycap may recommend corrective measures, including installation of a one-to-one transformer, additional or upgraded modules, or other appropriate actions. If Customer elects not to follow the

recommended corrective measures, the SPD Replacement Warranty (but not the Manufacturers Limited Warranty) may be voided or modified.

Warranty Claim Procedures. To claim warranty coverage, contact a Raycap Account Manager and indicate the nature of the warranty claim. Upon confirmation of warranty coverage, Raycap will issue a warranty replacement product or module along with a return material authorization (RMA) for return of the damaged or defective product or module. The replacement product or module will be forwarded at no cost to Customer, except for applicable freight charges. The replacement unit will be shipped within 24 hours of receipt of the warranty claim. The damaged product or module must be returned to Raycap within thirty (30) days of the filing of the warranty claim. The freight charge for return of the damaged or defective product or module is the responsibility of Customer. If the damaged or defective product is not returned within thirty (30) days, Raycap may invoice Customer for the replacement product.

Raycap's entire liability and Customer Remedies. Customer's exclusive remedy under this Limited Warranty shall be, at Raycap's option, either (a) repair or replacement of the product that does not meet Raycap's Limited Warranty, or (b) return of the purchase price paid. This Limited Warranty is void if the failure of the product resulted from unauthorized repair or modification of the product, accident, abuse, or misapplication. If replaced, the replacement product shall include a warranty for a full warranty period from the date of delivery of the replacement product.

Limitation of Liability. To the maximum extent permitted by applicable law, in no event shall Raycap be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, or other pecuniary loss) arising out of the use of the Product, even if Raycap has been advised of the possibility of such damages.

NO OTHER WARRANTIES. TO THE MAXIMUM PERMITTED BY LAW, RAYCAP EXTENT DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE OTHERS, WHICH VARY FROM STATE/JURISDICTION TO STATE/JURISDICTION.

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