



®
DSX Access Systems, Inc.

Limited Warranty Information

Summary:

Regarding warranties of DSX manufactured equipment, sold, or software licensed (collectively, "Products"); DSX Access Systems, Inc. provides the following:

1. DSX manufactured Products have a two-year limited warranty. Extended Warranty can be purchased.
2. DSX honors equipment warranties only on equipment purchased, installed and serviced by current certified/authorized DSX dealers. DSX does not provide tech support or honor warranties on equipment installed by unauthorized dealers.
3. Equipment warranties are voided when DSX equipment is damaged by unauthorized installers and/or improper installation of DSX equipment occurs.

Detailed:

- *With respect to any Products, or part thereof, manufactured by DSX, DSX warrants that for a period of two (2) years after the date of shipment, such Products shall be free of any material defects and shall perform substantially in accordance with DSX's specifications therefor. The sole obligation of DSX for any breach of warranty shall be, at its option, either (i) to repair or replace at its expense any such materially defective Products manufactured by it, or (ii) to take back such Products and refund DEALER the purchase price paid for the same. DEALER shall pay all freight, duty, broker's fees, insurance charges and other fees and charges for the return of any Products to DSX under this warranty. DSX shall pay freight and insurance charges for any repaired or replaced Products thereafter delivered to DEALER within the United States. DEALER shall pay all fees and costs for shipment outside of the United States. The foregoing warranty shall not apply to any software licensed hereunder or to any Products that have been subject to abuse, misuse, vandalism, accident, alteration, neglect, unauthorized repair or improper installation. Any Products, or part thereof, manufactured by third parties shall not be warranted by DSX; however, DSX shall transfer to DEALER (to the extent transferable) any third party manufacturers' warranties regarding such Products. Products listed in the DSX price guide that have a part number that does not begin with a "DSX" prefix are considered third party manufacturers product.*
- THERE ARE NO WARRANTIES BY DSX EXCEPT AS STATED HEREIN. THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (II) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE OR SERVICES; (III) THE PERFORMANCE OF OR RESULTS TO BE OBTAINED FROM THE PRODUCTS; OR (IV) THE PRODUCTS WILL BE PROVIDED WITHOUT INTERRUPTION OR ERROR. IN NO EVENT SHALL DSX BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, PROFITS OR GOODWILL. DSX'S MAXIMUM LIABILITY FOR ANY BREACH OF THIS AGREEMENT OR OTHER CLAIM RELATED TO ANY PRODUCTS, SOFTWARE, OR THE SUBJECT MATTER HEREOF, SHALL NOT EXCEED THE PURCHASE PRICE OR LICENSE FEE PAID BY DEALER TO DSX FOR THE PRODUCTS OR PORTION THEREOF TO WHICH SUCH BREACH OR CLAIM PERTAINS. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK, AND SUCH LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- Product Installation or Service by an unauthorized Dealer shall void all product warranty.

Extended Warranty

Summary:

DSX offers an Extended Warranty for DSX Manufactured Hardware only. This Extended Warranty expands on the Standard DSX Warranty to include Advanced Replacements and non-weekend Overnight Freight.

Details:

- A 3-year extended warranty can be purchased when the equipment is first purchased adding 3 additional years to the 2-year factory warranty rendering a full 5 Year Warranty.
- A 5-year extended warranty can be sold later for existing equipment.
- Extended Warranties are sold and billed through the DSX Dealer.
- Extended Warranties are only sold on equipment purchased, to be installed or installed and operating in the Domestic United States.
- Other peripherals including readers and cards are not eligible.
- Extended Warranties can be ordered for existing systems but come with a requirement that the Buyer must include the existing serial numbers of the controllers and modules and MAC addresses of LAN interfaces being warranted when the order is placed.