

LIMITED PRODUCT WARRANTY

The following limited product warranty is exclusive and in lieu of all other warranties, whether express or implied, or statutory, including, but not by way of limitation, any warranty of merchantability or fitness for any particular purpose.

Convergent Connectivity Technology (“CCT”) warrants that all Products are, at the time of shipment to the Buyer, free of material and workmanship defects, provided that no warranty is made with respect to:

- (1) Any Product which has been repaired or altered, by buyer, its agents or employees, or any third party not under control of CCT, in such a way, in CCT’s judgment, as to adversely affect the Product.
- (2) Any Product which has, in CCT’s judgment, been subject to negligence, accident or improper storage or transport by Buyer, its agents or employees, or third party not under control of CCT.
- (3) Any Product which has not been installed, operated and maintained in accordance with normal practice and in conformity with recommendations and published specifications of CCT.

WAIVER OF DEFECTS BY RETENTION. Upon discovery of a defect, the Buyer shall notify CCT in writing within 30 days following its discovery of the defect, any claim that Buyer may have with respect to any Products delivered hereunder. Failure to give such notice within the specified time shall constitute unqualified acceptance and waiver of all claims and warranties with respect to the Products.

LIMITATION OF DAMAGES. Upon receipt of notice from Buyer of Non-Conforming Products, CCT may inspect such Products at Buyer’s location, installation or require that they be returned to New York F.O.B. CCT’s Corporate Headquarters & Manufacturing location in Florida, NY. At its option, CCT shall repair, replace or refund the purchase price of any non-conforming Products for a period of 12 months from the date of shipment of the products to Buyer, and such obligations shall be the full extent of CCT’s liability. Any repairs or alterations which have not been authorized by CCT shall void this warranty.

EXCEPT FOR THE LIMITED PRODUCT WARRANTY PROVIDED HEREIN, CCT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCTS INCLUDING (BUT NOT LIMITED TO) IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WHATSOEVER SHALL CCT BE LIABLE (UNDER THIS OR ANY OTHER DOCUMENT) FOR ANY OTHER DAMAGES, INCLUDING LIABILITY OR CLAIMS FOR LOST PROFITS OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCTS, EVEN IF CCT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WHATSOEVER SHALL CCT HAVE ANY LIABILITY TO BUYER OR THIRD PARTIES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR EXEMPLARY DAMAGES, INCLUDING ANY LIABILITY FOR PENALTIES OR LIQUIDATED DAMAGES WHETHER SUCH CLAIM IS BASED UPON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. CCT SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED BY BUYER OR ANY THIRD PARTY FOR REMOVAL OF THE PRODUCT AFTER INSTALLATION OR THE INSTALLATION OF ANY REPLACEMENT PRODUCT WHETHER PROVIDED BY CCT OR ANOTHER THIRD PARTY.

TRANSFER; INDEMNIFICATION. Neither any Product nor this limited warranty is transferable unless Buyer is expressly authorized by CCT in writing to transfer the Product(s) to a specified transferee, in which case such transfer (a “Permitted Transfer”) shall be subject to this limited warranty. At or prior to the time of a Permitted Transfer: (1) Buyer shall provide a copy of this limited warranty to transferee, and obtain and provide CCT with transferee’s written acknowledgement thereof; and (2) Buyer shall notify CCT in writing of the name and address of the transferee. Buyer shall make no other warranties or promise additional remedies with respect to the Product(s) or the use thereof except as may be authorized in writing by CCT. In the event of any transfer in violation of this section, CCT shall have no liability to Buyer or any transferee under this limited warranty or otherwise.

Buyer shall defend, indemnify and hold CCT harmless from and against any and all claims, demands, costs and liabilities (including all reasonable attorneys’ fees and expenses) of any kind whatsoever, arising directly or indirectly out of claims against CCT by any transferee or other third party, beyond CCT’s liability as provided by the foregoing provisions.

The Buyer consents that the exclusive venue of any legal action which in any way concerns the Products will be the Supreme Court, Orange County, New York. The parties further agree that all disputes relating to this limited product warranty or CCT are governed by New York Law, and must be commenced within 12 months of the date of shipment of the Products to Buyer. Moreover, if CCT brings a claim or counterclaim against Buyer, Buyer agrees that CCT may recover from the Buyer all reasonable costs and attorneys’ fees.

