HARDWARE WARRANTY

Product Warranty

Computone Corporation® ("Computone") provides a 3-Year Warranty for its IntelliServer® RCM4, RCM8, RAS 2004 and RAS 2008 hardware products against defects in material and workmanship. This warranty is subject to the specific conditions presented in the sections entitled "Hardware Warranty" and "General Terms and Conditions" below.

Computone does not guarantee that this product will meet your requirements or that the operation of the product will be uninterrupted or error-free. You should consult your authorized Computone dealer or Computone if you have any questions about the products covered or the duration of the warranty.

Should this product be authorized for return by Computone, customer agrees to insure the product or assume the risk of loss or damage in transit, to prepay shipping charges to Computone, and to use the original shipping container or equivalent.

Hardware Warranty

All Computone hardware is warranted for three (3) years against defects in workmanship and material from the date of purchase, as evidenced by the purchase receipt of the end-user, provided the product remains unmodified, is operated under normal and appropriate conditions, and is operated in compliance with the parameters specified in the supplied Computone product documentation.

This warranty does not apply to any product subjected to unusual physical or electrical stress, misuse, abuse, negligence, acts of war or acts of nature. Computone retains the right to replace or repair the hardware product at its discretion. This warranty is non-transferable. Normal wear and damage to cables is excluded by this warranty. If the returned product is not under warranty, Computone will, at the Customer's option, repair the product using current Computone standard rates for parts and labor, and return the product freight collect.

General Terms and Conditions

During the warranty period, Computone will, at no additional charge and at the option of Computone, repair or replace defective hardware products. Repair or replacement will be performed using new part(s) and product(s) or with replacement part(s) and product(s) that have been service reconditioned and are equivalent to "new" in performance.

Unless otherwise agreed upon in writing by Computone and the end-user, product services will be performed at the main Computone Service Facility in Alpharetta, Georgia (U.S.A.). The end-user must contact the Computone Customer Service Department and obtain a Return Materials Authorization (RMA) number before returning the defective product to Computone for service. The product must be returned in the original shipping container or equivalent or warranty will be voided.

Except as stated above, Computone makes no other warranties, express or implied, including any warranty of merchantability and fitness for a particular purpose. Your sole remedy shall be repair or replacement, as described above. In no event will Computone be liable for damages, lost revenue, lost profits, lost wages, lost savings or any other consequential or incidental damages arising from the purchase, use or inability to use this product, even if Computone has been advised of the possibility of such damages. Computone expressly disclaims all warranties not stated in this "Hardware Warranty".



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SOFTWARE/FIRMWARE WARRANTY

Please review the following terms and conditions carefully before opening the package containing the product software diskettes. Opening the software package indicates your acceptance of such terms and conditions. In the event that you do not agree to these terms and conditions, promptly return the unopened software package to the place of purchase.

Computone Corporation® ("Computone") provides a Limited 90-day Warranty for its software/firmware products. This warranty is subject to the specific conditions presented below.

Computone does not guarantee that this product will meet your requirements, nor that the operation of the product will be uninterrupted or error-free. You should consult your authorized Computone dealer or Computone if you have any questions about the products covered or the duration of the warranty.

During the warranty period, Computone will, at no additional charge and at the option of Computone, repair or replace defective software/firmware products. Repair or replacement will be performed using new part(s) and product(s) that have been service reconditioned and are equivalent to "new" in performance. Unless otherwise agreed upon in writing by Computone and the end-user, product services will be performed at the main Computone Service Facility in Alpharetta, Georgia (U.S.A.). The end-user must contact the Computone Customer Service Department and obtain a Return Materials Authorization (RMA) number prior to returning the defective product to Computone for service.

All Computone Software/Firmware is warranted against defects in workmanship and material for a period of ninety (90) days from the date of purchase as evidenced by the purchase receipt of the end-user, provided the product remains unmodified, is operated under normal and appropriate conditions, and in compliance with the operating parameters set forth in the product user manual. This Limited 90-day Warranty shall not apply to any product subjected to unusual physical or electrical stress, misuse, abuse, negligence, acts of war or acts of nature. Computone retains the right to replace or repair the software or firmware at its discretion. This warranty is non-transferable.

Except as stated above, Computone makes no other warranties, express or implied, including any warranty of merchantability and fitness for a particular purpose. Your sole remedy shall be repair or replacement, as described above. In no event will Computone be liable for damages, lost revenue, lost profits, lost wages, lost savings or any other consequential or incidental damage arising from the purchase, use or inability to use this product, even if Computone has been advised of the possibility of such damages. Computone expressly disclaims all warranties not stated in this "Software/Firmware Warranty".



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