



Product Warranty

BATM MAKES NO WARRANTIES EXCEPT AS HEREIN SET FORTH:

BATM warrants that the equipment and accessories manufactured by BATM will be free from defects caused by faulty material or poor workmanship for a period of one (1) year from the date of shipment. This warranty is subject to change at any time. The warranty that applies is that which is in effect at the time the equipment ships.

BATM' liability under this warranty is limited to the obligation to repair or, at its sole option, to replace without charge within thirty (30) days of receipt, F.O.B. BATM' facility, any part found to be defective under normal use and service within the warranty period specified herein, provided:

- a) An RMA number and address is secured from BATM prior to returning any product.
- b) BATM is promptly notified in writing upon discovery of such defects.
- c) The defective parts are returned to BATM, transportation charges prepaid in accordance with BATM' instructions.
- d) BATM' examination shall disclose to its satisfaction that such defects have not been caused by misuse, abuse, neglect, accident, or adjustments other than those specified in the Telco System Operating and Maintenance Manual.
- e) Equipment has been installed and operated in complete accordance with the BATM Operating and Maintenance Manual, and good engineering practice.

All other products, parts, and accessories not manufactured by BATM carry only such warranty and are subject to only such adjustments as BATM may obtain from the supplier thereof. All ordered replacement parts or parts replaced during the warranty period assume the unexpired portion of the original parts warranty. After expiration of the original warranty period, ordered replacement parts manufactured by BATM are warranted for ninety (90) days from shipment.

The foregoing warranty is in lieu of any and all other warranties, expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or against infringement of any rights of third parties. BATM' liability on any claim for money damages (including, without limitation negligence for any loss or damage arising out of, connected with, or resulting from this contract or from the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, installation, inspection, repair, operation or use of any merchandise covered by or furnished under this contract) shall in no case exceed the price allocable to the merchandise or part thereof which gave rise to the claim. Purchaser will hold BATM harmless with respect to any claims or



actions by third parties. In particular, BATM shall in no event be liable for any indirect, special, incidental or consequential damages.