



COMMERCIAL ELECTRONICS

## **Commercial Electronics, Inc. Standard Limited Warranty**

This document details the Commercial Electronics, Inc. ("CE") Standard Limited Warranty for all repair services provided and all new and refurbished products offered for sale by CE.

**EXCEPT AS SET FORTH HEREIN (THE "LIMITED WARRANTY"), CE MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.**

**1. Standard Limited Warranty for Products or Parts.** CE warrants each of its products, including supplied accessories and repair parts, against defects in material or workmanship for the time periods set forth below provided the product was purchased from CE or an approved CE reseller. Products purchased through discount websites, mail order outlets, or any other unauthorized source are not covered by or entitled to CE's warranty coverage.

- (a) Pursuant to this Limited Warranty, CE will, at its option:
  - (i) repair the product or part using new or refurbished parts; or
  - (ii) replace a new CE product or part with a new or refurbished product or part; or
  - (iii) replace a refurbished product with a refurbished product.
- (b) Remedies: In the event of a defect, the rights detailed in section 1(a) are your exclusive remedies. For purposes of this Limited Warranty, "refurbished" means a product or part that has been returned to its original specifications.
- (c) Standard Warranty Period (by product or part):
  - (i) All CE brand products and parts have a Limited Warranty of one year, with the exception of;
    - (1) Corded headsets and cables, accessories, components, spare and replacement parts and assemblies, and consumable items have a Limited Warranty of six months .
    - (2) Refurbished products and parts have a Limited Warranty of 120 days.
- (d) Any CE product that is repaired or supplied as a replacement under the terms of this Limited Warranty shall inherit the remaining warranty period from the original product.
- (e) Standard Warranty Period Start Date
  - (i) Approved Reseller Sales: In view of approved reseller stocking practices, the Standard Warranty Period for products sold through approved resellers (but not repair services) will commence from the CE invoice date and will include an automatic extension of three months. Any valid warranty claim within the Standard Warranty Period as determined by the CE invoice date will be covered without further supporting evidence. All warranty claims after this date must be supported by the Customer's proof of purchase that demonstrates the product is still within the Standard Warranty Period (plus the automatic three-month extension).
  - (ii) Direct Sales: For any product or part that is sold directly to an end-user customer (i.e., not through a CE approved reseller), the Warranty Period will commence on the CE invoice date.
- (f) Warranty on Products Not Manufactured by CE

As an authorized reseller of products manufactured by HM Electronics, Inc. and Panasonic, CE is able to pass through the standard warranty for products manufactured by HM Electronics, Inc. and Panasonic. Any other manufacturer's products will not carry the manufacturer's warranty when sold by CE; however, CE provides its own warranty for any such products that will be the same in duration and scope as the manufacturer's warranty.

**2. Standard Limited Warranty on Repairs.** All repair services will be performed in a good and workmanlike manner and guaranteed for a period of 120 days after the date of CE's invoice for such services. If a defect in such services arises within



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such 120-day period, CE shall repair such defect and such repair shall be the sole remedy and CE's only obligation with respect to such repair services.

3. **Exclusions.** This Limited Warranty shall be void if (a) the CE Products have been tampered with, improperly installed, neglected, modified, abused or misused; (b) anyone other than CE employees or authorized CE service representatives provides service on or to the CE products; (c) the serial numbers are not intact; or (d) CE products are installed by any entity other than CE authorized agencies.

**THIS WARRANTY COVERS PRODUCTS THAT CE MANUFACTURES OR IS AUTHORIZED TO SELL AND REPAIR SERVICES FOR PRODUCTS, AND IS NOT EXTENDED TO ASSOCIATED PRODUCTS OR ACCESSORIES, OR ANY DAMAGE TO CE PRODUCTS CAUSED BY SUCH ASSOCIATED PRODUCTS OR ACCESSORIES. IN NO EVENT WILL CE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS ARISING FROM THE USE OF OR INABILITY TO USE ANY PRODUCTS THAT CE MANUFACTURES OR IS AUTHORIZED TO SELL OR ANY CE REPAIR SERVICE, OR FROM ACCIDENTS OR ACTS OF GOD. Neither** the Limited Warranty for products nor the Limited Warranty for repair services covers damage or failure caused by any occurrence beyond CE's reasonable control, including without limitation acts of God, fire, flooding, earthquake, lightning, failure of electric power or air conditioning, neglect, misuse, improper operation, war, government regulations, supply shortages, riots, sabotage, terrorism, unauthorized modifications or repair, strikes, or labor disputes.

4. **Limitation of Liability.** IN NO EVENT WILL CE BE LIABLE UNDER THIS LIMITED WARRANTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.
5. **Assignment.** Neither party may assign this Limited Warranty or any portion thereof without the prior written consent of the other, except in the event of a merger, sale of all or substantially all of the assets or other corporate reorganization. Except as set forth in the immediately preceding sentence, warranties are non-transferrable.
6. **Ownership of Replaced Parts or Product.** All replaced parts or products become the property of CE.
7. **Entire Agreement.** This Limited Warranty constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous proposals, oral or written, and all other communications between them relating to the subject matter of this Limited Warranty.