

TALKSWITCH LIMITED WARRANTY

TalkSwitch is a division of Centrepoint Technologies Inc. Centrepoint Technologies Inc. ("Centrepoint") warrants to the original end-user customer ("Customer") that each new TalkSwitch product shall be substantially free from defects in materials and workmanship under normal use for a period of one (1) year from the date of the original purchase (proof of purchase required). The exclusive remedy and entire liability under this warranty will be for repair or replacement on a like-for-like basis at Centrepoint's option.

The above warranty shall not apply to product defects resulting from (a) improper maintenance or installation; (b) misuse, neglect or accident; (c) damage from moisture or corrosive environments; (d) use of the power adapter with supply voltages other than that for which it is specified; (e) static discharges; (f) high voltage surges; (g) electrostatic discharges; (g) operation outside the product's specification; or (h) failure to follow product instructions.

The warranty is void where (a) the serial number has been altered, removed or effaced; or (b) the product has been used in an application, country, region, locality, or connected to any network, other than those for which the product was intended to operate.

Centrepoint shall not have any obligation to repair or replace product until the Customer returns defective product to Centrepoint. Any replacement product may be either new or like-new, and may contain remanufactured parts, equivalent to new in performance.

TO OBTAIN WARRANTY SERVICE:

For products purchased in the U.S. or Canada

1. Contact your reseller and obtain a Warranty Return Authorization (WRA) number if required. If you bought the product directly from TalkSwitch, you can obtain this number by contacting the Technical Support department at TalkSwitch — call toll free in continental North America; (866) 393-9960, otherwise call (613) 725-2466. Please have your model and serial number available when you call.
2. Include a copy of your proof of purchase and a written explanation of the problem; this will enable us to expedite your repair.
3. Attach the shipping label to the exterior of the package.
4. On the shipping label, be sure to include the WRA number obtained from TalkSwitch or your reseller.
5. Ship the product (prepaid) to your reseller. If the product was purchased from TalkSwitch, send the unit in its *original or better protective packaging* to:

TalkSwitch
1545 Carling Ave., Suite 510
Ottawa, Ontario
K1Z 8P9
Canada

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PRODUCTS AND STORAGE MEDIA ARE SUPPLIED ON AN "AS IS" BASIS AND THERE ARE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, WITH RESPECT TO THE PRODUCT. CENTREPOINT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

In no event shall Centrepoint be liable for any SPECIAL, INCIDENTAL, CONSEQUENTIAL, indirect OR SIMILAR damages, including any lost profits, lost data, or other incidental or consequential or punitive damages, whether based on contract, tort (INCLUDING WITHOUT LIMITATION, NEGLIGENCE), or any other legal theory, whether or not advised of the possibility of such damages, or whether such damages are foreseeable. In any event, the total aggregate liability of Centrepoint FOR DIRECT DAMAGES shall not exceed the purchase price of the product.

This warranty gives specific rights, and Customer may have other rights subject to jurisdiction. To the extent any part of this limited warranty statement is inconsistent with such local law, that part shall be deemed modified to be consistent with such local law.

If the product is being shipped from outside of Canada, the following statement must be included on the package: **'Canadian Goods Being Returned to Canada'**.

IMPORTANT: Failure to obtain a WRA number and include the information indicated above will result in the package being refused.

For products purchased outside of the U.S. and Canada

To be eligible to obtain warranty service during the warranty period the Customer must provide proof of the date of purchase, serial number, and obtain warranty return instructions from the appropriate Authorized Warranty Centre. Authorized Warranty Centres are listed in the User Guide and on www.talkswitch.com. To obtain warranty service the Customer is responsible for the cost of shipping the product to the Authorized Warranty Centre in suitable packaging. Any applicable duties or taxes for the return of repaired or replacement product are the responsibility of the Customer. Replacement or repaired product is warranted to be free from defects in material or workmanship for the remainder of the limited warranty period of the originally purchased Product.

