Matrix Switch Corporation 2 Year Warranty

MSC provides the following limited warranty with its products:

1. MSC warrants that the equipment it manufactures is free from defects in material and workmanship.

2. This warranty begins on the day the product is shipped from MSC and shall be in effect for two years.

3. If the product is found to be defective, MSC shall at its option:

   a) Provide free replacement parts.

   b) Repair the unit at MSC's facilities.

   c) Repair the unit at the customer's location.

   d) Exchange the product for a product of the same type.

MSC shall make every reasonable effort to support critical emergencies by supplying no-cost loan equipment while the defective unit is being repaired.

4. Customer bears the cost of shipping products returned to MSC under this warranty; however, MSC shall bear the cost of shipping repaired products or replacement parts to the customer.

5. Any customer returning a product for repair shall first obtain from MSC a Return Material Authorization (RMA) number which shall be placed on the outside of the shipping package.

6. This warranty does not apply if the product has been damaged by accident, abuse, misuse, misapplication or modification.

EXCEPT AS SET FORTH ABOVE, NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MSC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES NOT STATED HEREIN. IN THE EVENT THE PRODUCT IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, THE PURCHASER'S SOLE REMEDY SHALL BE REPLACEMENT OR REPAIR AS PROVIDED ABOVE. UNDER NO CIRCUMSTANCES WILL MSC BE LIABLE TO THE PURCHASER OR ANY USER FOR ANY DAMAGES INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSE, LOST PROFITS, LOST SAVINGS OR OTHER DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE THE PRODUCT, EVEN IF MSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent this warranty conflicts with local law, local law shall only apply to such conflict.