

## WARRANTY AGREEMENT FOR TELEPHONE SYSTEMS

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### WARRANTY COVERAGE

This Warranty covers maintenance and equipment replacement only for the equipment as set forth on the attached equipment list and no other Customer equipment is covered under this agreement.

### WARRANTY PERIOD

The warranty period will be for 12 months commencing on the date of the invoice.

### WARRANTY SERVICES DEFINED

During the warranty period, should any of the equipment covered under this warranty become defective or inoperative as a result of normal wear and usage, Retrotel will service and/or repair such equipment. Repair or replacement parts may be new or like new at the vendors discretion.

### RESPONSE TIME FOR WARRANTY ISSUES

Non Emergency	M-F	8AM-5PM	36 Hours
Emergency Service	M-F	8AM-5PM	24 Hours

**Emergency Service.** Emergency service shall be defined as any loss of inward, outward, or internal access and service which affects more than 25% of the station users. Any and all other issues shall be treated as Non Emergency issues.

**Standard Service Hours.** Monday – Friday 8am-5pm (PST), Excluding holidays. (Retrotel recognizes the following holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving-Thursday and Friday, and Christmas.)

In the event the actual response per the above would extend beyond standard service hours, Retrotel shall have the option of providing service at the beginning of the next standard period.

### CONDITIONS OF WARRANTY

Retrotel shall not be obligated to perform service or repair if Customer, its agents or any third party, (a) fails to follow applicable operation manuals, (b) makes additions to, alters, modifies, enhances repairs or disassembles the Equipment, (c) mishandles, abuses, misuses, or damages the Equipment, or (d) relocates the Equipment. Warranty does not cover and Retrotel shall not accept liability for any damages, defects, or repairs resulting from fire, theft, earthquakes, acts of God, labor unrest, power fluctuation, abuse, or work performed by any third party.

If Customer requests Retrotel to perform Maintenance Service and it was not required as a result of any cause set forth in this agreement, or it is determined that a defect or failure of the Equipment did not exist (e.g., it was caused by third party service or peripheral equipment), Retrotel reserves the right to invoice Customer at Vendor’s then current time and materials rate for any work performed and materials supplied as an additional charge.

### GENERAL TERMS AND CONDITIONS

**ENTIRE AGREEMENT.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior or contemporaneous written or oral Agreements between the parties. No Retrotel employee has authority to modify this Warranty without the written consent of Vendor’s President.