



One-Year Limited Warranty

babyTEL® warrants that the Analog Telephone Adapters (“babyBOX”) will be free from defects in materials and workmanship. The warranty term is one year beginning on the date the babyBOX is shipped to you. This warranty does not cover damage due to external causes, including accident, vandalism, Act-of-God, abuse, misuse, problems with electrical power, servicing not authorized by babyTEL, usage not in accordance with product instructions, and problems caused by use of parts and components not supplied by babyTEL. Any unauthorized opening of the babyBOX enclosure(s) will void this warranty in its entirety as it pertains to that item. This warranty does not cover any items that are in one or more of the following categories: external devices or accessories or parts added to a babyBOX. babyTEL will repair or replace babyBOXs returned to the babyTEL facility. To request warranty service, it is the responsibility of the Purchaser to determine if the product is defective. A procedure will be supplied to Purchaser by babyTEL to determine if the product is defective and must be performed prior to a Return Merchandise Authorization (RMA) number being issued by babyTEL. You must contact babyTEL within the warranty period. If warranty service is required, babyTEL will issue an RMA number. You must ship the defective products, if any, back to babyTEL in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment to a designated babyTEL location determined by babyTEL. All these aforementioned costs will be borne by Purchaser. babyTEL will ship the repaired or replacement products to the address provided by you. Where rush delivery is requested, babyTEL will ship your replacement equipment prior to receiving your returned merchandise and charge your credit card the full list price of the equipment plus express shipping charges. Upon receipt of the returned merchandise, and provided that it is received in good condition babyTEL will credit your credit card for the full list price of the equipment plus ground shipping charges. babyTEL owns all parts removed from repaired products. babyTEL uses new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If babyTEL repairs or replaces a product, its warranty term is not extended beyond the one (1) year provided.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). BABYTEL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR

AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. BABYTEL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT OR THE SUPPLY PURCHASE AGREEMENT, OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE OR FOR LOSS OF INCOME OR PROFITS.
