

## **KENICK LIMITED WARRANTY (MSO / Broadband / Cable Products)**

**Purchaser** - This Warranty is extended to the original Multi-System Operator (MSO), broadband provider, cable operator, system integrator, or authorized commercial purchaser (hereinafter "Purchaser") of KENICK products for commercial broadband and network applications in the United States or Canada. This Warranty is not transferable or assignable without the prior written permission of KENICK, Inc. ("KENICK").

**Network Disturbances** - For purposes of this Warranty, a "Network Disturbance" means abnormal electrical or signal conditions, including transient voltage events, power anomalies, grounding issues, or signal irregularities that may affect broadband or cable system equipment. Normal system power fluctuations, sustained overvoltage or undervoltage, power loss, improper bonding or grounding, environmental interference, or conditions outside product ratings are not covered events under this Warranty.

**Warranty & Term** - KENICK broadband and MSO products are warranted at time of shipment to be free of defects in materials and workmanship when installed in accordance with KENICK's installation instructions. The term of this Warranty is **twenty-four (24) months from the date of shipment from KENICK**.

KENICK shall, in complete fulfillment of its liabilities under this Warranty and if given prompt notice by Purchaser, correct by repair or replacement, at KENICK's option, FOB its factory, any product that shall appear in KENICK's sole judgment to be defective under proper and normal commercial use.

KENICK shall not be liable for: Costs of equipment removal, Costs of transporting equipment to KENICK, Reinstallation costs, Field labor, Network service calls and/or Any cost incidental to the foregoing repair or replacement of a defective product does not extend the original warranty term.

**Equipment Damage** - Should a defect in materials or workmanship allow damage to a KENICK product and, at the same time, damage Purchaser-owned equipment properly connected to the KENICK product, KENICK will, at its option, repair or replace the affected equipment within the limitations defined herein. KENICK's total liability for any such claim shall not exceed one (1) times the net purchase price of the KENICK product giving rise to the claim. KENICK does not guarantee uninterrupted network operation and shall not be responsible for service outages, subscriber loss, revenue loss, data loss, or business interruption.

**Items Not Covered by Warranty** - THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY: Shipping or handling damage, Dropping or physical abuse, Misuse or improper application, Incorrect or inadequate electrical connection, Improper grounding or bonding, Negligence, Inappropriate on-site operating conditions, Electrical events exceeding product ratings, Corrosive atmosphere, Tampering or unauthorized alterations, Installation contrary to KENICK's recommendations, Removal, alteration, or defacing of serial numbers

KENICK shall be the sole judge of damage to a KENICK product. Damage resulting from network conditions outside the product's design parameters is not covered.

**Warranty Claims Procedure** - Within a reasonable time, but in no event more than thirty (30) days after Purchaser's discovery of a defect, Purchaser shall contact KENICK or its authorized supplier and request a claim form. The claim form must be completed and returned to KENICK. At KENICK's discretion, Purchaser shall ship the damaged equipment, freight prepaid, with proof of purchase and written description of defect to KENICK. Products shipped without a Return Authorization Number will be refused and returned freight collect at Purchaser's expense. Products damaged in transit due to improper packaging by Purchaser are not covered. Warranty coverage will be valid only after KENICK's inspection confirms a defect covered by this Warranty. Subject to the limitations herein, KENICK will repair or replace the nonconforming product without charge for labor or materials.

**Limitations** - THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE KENICK PRODUCT AS SET FORTH HEREIN. IF PURCHASER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, KENICK'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED ONE (1) TIMES THE NET PRODUCT PURCHASE PRICE. IN NO EVENT SHALL KENICK ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION: BODILY INJURY, LOST PROFITS, LOSS OF REVENUE, BUSINESS INTERRUPTION, LOSS OF DATA, NETWORK OUTAGES, LOSS OF SUBSCRIBERS. Whether any claim is based upon contract, negligence, strict liability, tort, or otherwise.

**Miscellaneous** - No distributor, representative, salesperson, employee, or agent of KENICK is authorized to add to or vary the terms of this Warranty. This Warranty is effective as of the date of KENICK's date of shipment for the product and supersedes all previous warranties. KENICK reserves the right to supplement or change the terms of this Warranty in subsequent warranty offerings. If any provision of this Warranty is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Warranty shall be governed by and construed under the laws of the State of Florida. This Warranty represents the full, final, and entire agreement between KENICK and Purchaser with respect to the subject matter herein and supersedes all prior oral or written communications relating to this subject.