



# WARRANTY AND LIMITATIONS OF LIABILITY

ACT Communications, Inc. ("the Company"), Bonham, Texas, warrants to the buyer of equipment manufactured and sold by the Company that such equipment will be free from defects in material and workmanship under normal use and service for a period of 1 year unless stated differently below from date of shipment from the Company's factory or a warehouse of the Company.

THE COMPANY'S OBLIGATION UNDER THIS WARRANTY SHALL BE STRICTLY AND EXCLUSIVELY LIMITED TO REPAIRING OR REPLACING, AT THE FACTORY ANY SUCH EQUIPMENT OR PARTS THEREOF WHICH AN AUTHORIZED REPRESENTATIVE OF THE COMPANY FINDS TO BE DEFECTIVE IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE AND SERVICE WITHIN STATED WARRANTY PERIOD. THE COMPANY RESERVES THE RIGHT TO SATISFY SUCH OBLIGATION IN FULL BY REFUNDING THE PURCHASE PRICE FOR ANY SUCH DEFECTIVE EQUIPMENT. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO HIM.

This warranty does not apply to any equipment which has been improperly installed or which has been subject to misuse, neglect or accident.

THE FOREGOING WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liabilities on the part of the Company, and no other person is authorized to assume for the Company any other liability with respect to equipment sold by the Company. The Company shall have no liability with respect to equipment not of its manufacture.

Written authorization and/or Material Return Authorization (MRA#) to return any equipment or parts must be obtained from the Company. The Company shall not be responsible for any transportation charges. Returned freight must be pre-paid.

IF FOR ANY REASON ANY OF THE FOREGOING PROVISIONS SHALL BE INEFFECTIVE, THE COMPANY'S LIABILITY FOR DAMAGES ARISING OUT OF ITS MANUFACTURE OR SALES OF EQUIPMENT, OR USE THEREOF, WHETHER SUCH LIABILITY IS BASED ON WARRANTY, CONTRACT NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE FULL PURCHASE PRICE OF SUCH EQUIPMENT.

# ACT Warranty Length by Product

MODEL	YEARS	MODEL	YEARS
471SEL	20	446	5
471	10	SS64 & SS65	5
455	5	422	1
455LT	2	423-007-BNC	1
453	2	424-065-XXX RF	1
452	1	481 DC 1U	2
452P	1	481 RM	2
452S	2	481 150AMP	2
450	1	482-120-4101	2
450LT	1	482-120-6002	2
LPA	1	482-120S-3103	2
LPA-CN	1	488 PS PDU	2
320	2	488 PS PRO	2
350	1	442	5
470	2	444	5
SV200	1	4454/4456	5
450 DS2XX	1	447	2
422 DLU	1	490	2
422-200	1	491 PTA	2
421	1	492 HYBRID	2

**All Other ACT Products Will Have a 1 Year Warranty Unless Stated in Writing Differently**