

## Warranty Statement and Liability Disclosure

Product Category	Series	Warranty	Notes
Passive Products	Splitters, Combiners, Tappers, Couplers, Filters, Antennas	36 Months	The 36-month warranty period starts from the delivery date.
Active Products	ComFlex	36 Months	The 36-month warranty period starts from the delivery date.
Public Safety	CriticalPoint	36 Months	The 36-month warranty period starts from the delivery date.

### 1. WARRANTY

1.1 Comba manufactures products which are inspected and submitted to final test before shipment. If, within the warranty period, any defect is discovered in whole or part of the products with respect to material or workmanship and which should reasonably have been expected to be within Comba's control, Comba will at its own option make good the defect in either of the two following ways:

- a) Comba will, without charge, carry out such repair at its own facilities provided that notice has been given by the Purchaser promptly after the defect is discovered and that the products in whole or part have been forwarded, without delay to Comba's warehouse in Milpitas, CA. Labor costs for disassembly and reassembly in the Purchaser's site in whole or in part, will be borne by the Purchaser. After repair the products will, in whole or in part, be returned to the Purchaser's headquarters or manned regional office. Comba accepts no responsibility for any defects caused in connection with the assembly work at the Purchaser's site.
- b) Comba will send free replacement for the defective part to the Purchaser's headquarters or manned regional office. Labor costs for disassembly and reassembly at site shall be borne by the Purchaser. Comba takes no responsibility for defects in connection with the replacement work at the Purchaser's site.

- 1.2 A new warranty period shall apply, under the same terms and conditions as those applicable to the original parts, for those parts supplied or repaired in accordance with these warranty conditions, although no longer than three (3) months after the end of the original warranty period. Defective parts replaced in accordance with these warranty conditions shall be placed at Comba's disposal at site and shall upon request be returned to Comba's warehouse in Milpitas, CA or agreed upon location.
- 1.3 This warranty does not apply to defects caused by normal wear and tear, abnormal conditions of working, accidental damage, improper handling, or neglect of instructions, given by Comba. It does not cover defects caused by faulty maintenance or from alterations or repair carried out without Comba's authorization. The warranty does not include consumable parts in the products.
- 1.4 The warranty period is thirty-six (36) months from the date of delivery from Comba. The warranty period for repaired parts, repaired after the original warranty period has expired, is three (3) months.

## 2. LIMITATION OF REMEDIES

- 2.1 In all situations involving performance or non-performance of products delivered to the Purchaser, the Purchaser's sole remedy is set forth in Section 1, Warranty, described above. For any other claim concerning performance or non-performance by Comba pursuant to, or in any way related to the subject matter of the Contract, the Purchaser shall be entitled to recover actual, proven damages to the limits set forth herein.
- 2.2 In no event Comba will be liable for any damage caused by the Purchaser's failure to perform its responsibilities or for any indirect consequential damages including, but not limited to, loss (whether direct or indirect) of profits or business or for anticipated savings or for any incidental damages or for any claims made against the Purchaser.
- 2.3 Comba's liability for damages to the Purchaser for any cause whatsoever shall be limited to the purchase price paid to Comba of the products delivered to the Purchaser. The limitation of liability set forth in the preceding sentence will not apply to claims for personal injury or damage to real property or tangible property in cases of intentional misconduct or gross negligence.