



**KLAS**  
TELECOM

**Klas Telecom**  
**Network Modules**

January 2013 v1 © Klas Limited

**LIMITED PRODUCT WARRANTY**

Klas Telecom has agreed to provide a limited Product Warranty to the Buyer in respect of the Product, which is limited to the terms set forth below:

## 1. Definitions and Interpretation

1.1 Unless stated otherwise in these terms:

1.1.1 "Agreement", means the terms and conditions of this Limited Product Warranty Agreement.

1.1.2 "Buyer", means the person, firm or body which purchases the Product.

1.1.3 "Klas Telecom", means Klas Limited, a limited liability company registered in Ireland, and having its registered offices at One Kilmainham Square, Inchicore Road, Kilmainham, Dublin 8, Ireland, and its wholly owned subsidiaries Klas Telecom Inc., a Commonwealth of Virginia corporation having its principal office at 1101 30th Street NW, Suite 500, Washington, DC 20007 and Klas Telecom Services Inc having its principal office at 12100 Sunset Hills Road, Suite LL-1, Reston VA 20190.

1.1.4 "Klas Telecom Support Centre", means the Klas Telecom staff, technicians or authorised representatives contactable by telephone at +1 (703) 881 3156, by e-mail at [support@klastelecom.com](mailto:support@klastelecom.com) or through [www.klasonline.com/support](http://www.klasonline.com/support).

1.1.5 "Product", means the Klas Telecom Voyager network module product which shall include the VoyagerESR, VoyagerSW8, Voyager819, VoyagerVM and Voyager LMR, with which this warranty was provided at the time of purchase. Product does not include, and this Warranty shall not apply

to, the Voyager series chassis, backplanes or transit cases which are covered under separate warranty.

1.1.6 "Product Materials", includes information relating to Product specification and any information and advice relating to installation and use of the Product, provided by Klas Telecom to the Buyer or Product users either orally or in writing, during Product training sessions, at time of sale, or subsequently, or which is included in any Klas Telecom sales and advertising materials, support materials or advices, or published on a Klas Telecom website.

1.1.7 "Product Warranty", means the product warranty in accordance with Clause 2.

1.1.8 "RMA", means Return Material Authorisation in accordance with the RMA Procedures.

1.1.9 "RMA Procedures", means the Klas Telecom Return Material Authorisation procedures described on [www.klastelecom.com/support](http://www.klastelecom.com/support), which may from time to time be altered by Klas Telecom.

1.1.10 "Software", means the machine readable (object code) version of the computer programs authored by Klas Telecom and provided as part of the Product and made available by Klas Telecom for licence to the Buyer including firmware, and any copies made, bug fixes for, updates to or upgrades thereof. Software does not include any computer programs provided as part of the Product which are in the name of third party.

1.1.11 "User Maintenance", means any maintenance specified in the Product Materials as being the responsibility of the Buyer or product users.

1.1.12 "Warranty Claim", means a claim by a Buyer in accordance with Clause 3.6 of this Agreement.

1.1.13 "Warranty Period", means 90 days from the earlier of:

- (a) the date of delivery of the Product to the Buyer; or
- (b) the date two weeks after shipment from Klas Telecom.

1.1.14 "Warranty Service", means the repair, replacement or refund of a defective Product in accordance with Clause 3.1 of this Warranty Agreement.

## 1.2 Interpretation

### 1.2.1 Reference to Clauses or Schedules

Unless stated otherwise, references to a clause or schedule are to a clause of, or schedule to, this Agreement.

### 1.2.2 Singular includes Plural

Unless the context requires otherwise, the singular includes the plural and vice versa.

### 1.2.3 Recitals and clause headings

Recitals and clause headings are inserted for convenience and are to be ignored for the purposes of construction.

## 2. Limited Product Warranty

2.1 Subject to the limitations and conditions set forth herein, Klas Telecom warrants that during the Warranty Period the Product will be free from defects in materials and workmanship; and that, in

respect of Software, (a) the media on which the Software is furnished will be free of defects in materials and workmanship, and (b) the Software substantially conforms to the written information (whether contained in user manuals, training materials, specifications or otherwise) pertaining to the Software and supplied with the Product.

- 2.2 Klas Telecom does not warrant that the operation of the Product will be uninterrupted or error free. Klas Telecom is not liable, under any circumstances, for Product downtime, loss of data or loss of information caused by the malfunctioning of the Product.
- 2.3 If, during the Warranty Period, the Product proves defective Klas Telecom shall, at its option, provide Warranty Service in accordance with Clause 3.

### **3. Warranty Service, Claims, Procedures and Conditions.**

#### **3.1 Warranty Service ("Warranty Service")**

If the Product proves defective during the Warranty Period, Klas Telecom may at its option, following a Warranty Claim in accordance with Clause 3.6, provide the following Warranty Service:

- 3.1.1 Repair the Product by means of telephone support or at a Klas Telecom designated repair facility at no charge for parts or labour; or,
- 3.1.2 Replace the Product with functionally equivalent or new products; or,
- 3.1.3 Refund the amount paid for the Product less a reasonable allowance for usage, upon its return.

- 3.2 The decision of Klas Telecom is final regarding applicability of Warranty Service in accordance with this Agreement.
- 3.3 All claims in respect of a defective Product under this Agreement must be made, in accordance with clause 3.6, as soon as practicable after the problem is discovered.
- 3.4 Any Product repaired or replaced under this Agreement shall be warranted in accordance with Clause 2 for 90 days from the earlier of:
- (a) the date of delivery to the Buyer of the repaired or replaced Product, or
  - (b) the date two weeks after the shipment of the repaired or replaced Product from Klas Telecom.

The repair or replacement of a warranted Product shall not otherwise extend the Warranty Period.

3.5 Klas Telecom authorised Warranty Service

All warranty repair work must be performed by Klas Telecom or by a Klas Telecom authorised repair facility or personnel. Repairs undertaken by the Buyer or Product users, without prior written express permission or direction from an authorised Klas Telecom technician, will void this Agreement.

3.6 Warranty Claims ("Warranty Claims")

In order to receive Warranty Service, the following shall apply if the Buyer or Product user experiences difficulty with the Product during the Warranty Period:

- 3.6.1 Klas Telecom recommends that the Buyer or Product users first utilise materials shipped with the product, product

diagnostics and information published on the internet by Klas Telecom .

3.6.2 If the steps at 3.6.1 are not successful, to obtain Warranty Service under this Agreement the Buyer or Product users must notify Klas Telecom of the defect, through Klas Telecom Support Centre, before the expiration of the Warranty Period, whereupon Klas Telecom may at its sole discretion provide Warranty Service in accordance with Clause 3.1.

3.6.3 The Buyer or Product users shall provide appropriate assistance to Klas Telecom Support Centre in diagnosing issues with the Product and with resolving those issues.

3.6.4 Return of Product/parts

- (a) In the event that Klas Telecom determine that the return of the Product or part of the Product is necessary, the Klas Telecom RMA Procedures apply.
- (b) In accordance with the Klas Telecom RMA Procedures, Klas Telecom Support Centre will provide RMA numbers to the Buyer or Product user only upon the decision of Klas Telecom to have the Buyer or Product user return the Product for Warranty Service.
- (c) The Product serial number, together with any other information from time to time required by Klas Telecom Support Centre, is required to obtain an RMA number.
- (d) All Products returned to Klas Telecom for Warranty Service must possess a unique RMA number assigned by Klas Telecom. A Product returned to Klas Telecom without an RMA number may, at Klas Telecom's sole discretion, be returned to the Buyer or Product user

without provision of Warranty Service, and the cost of such transport and/or postage and/or freight charges shall be the responsibility of the Buyer or Product user.

- (e) The cost of transport and/or postage and/or freight charges from the Buyer or Product user to Klas Telecom for return of a Product or parts, or replaced Products or parts, from or to any location outside of the United States of America is not assumed by Klas Telecom and shall be the responsibility of the Buyer or Product user.

### 3.7 Replacement Product/parts

3.7.1 In the repair of the Product Klas Telecom may use new or equivalent to new parts for equal or improved quality.

3.7.2 A replacement Product or part provided by Klas Telecom becomes the property of the Buyer and the replaced item becomes the property of Klas Telecom, and shall, upon request by Klas Telecom, be returned to Klas Telecom by the Buyer or Product user.

### 3.8 User Data

3.8.1 Buyer or Product user should make periodic backup copies of any software programs, data and other information stored on the Product ("User Data"), to protect User Data and as a precaution against possible operational failures.

3.8.2 Before Buyer or Product user delivers the Product for repair it is the responsibility of either the Buyer or the Product user, as appropriate, to keep a separate backup copy of the User Data, and disable any security passwords.



3.8.3 Klas Telecom or its authorised representatives are not responsible for any damage to, or loss of, User Data during the course of repair under this Agreement.

3.8.4 Any Product repaired or replaced under this Agreement will be returned to Buyer or Product user configured in the same manner as when the Product was originally purchased. At Klas Telecom's discretion, Klas Telecom may make technical changes to the Product during provision of Warranty Service, such as configuration changes in the firmware, in order to upgrade the Product to the latest configuration status applicable to the Product.

## 4. Exclusions

4.1 These warranties shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. Without prejudice to the generality of the foregoing, Klas Telecom shall not be obliged under these warranties:

4.1.1 To repair any defect arising from reasonable wear and tear, accident, abuse, misuse, wilful damage, negligence, abnormal working conditions, or failure to follow Klas Telecom's instructions relating to the use of the Product (whether oral or in writing); or,

4.1.2 To repair damage, malfunction or degradation in performance resulting from attempts by personnel other than Klas Telecom authorised representatives to repair, service, modify or alter the Product in any way other than in the performance of User Maintenance, or unless directed by a Klas Telecom authorised representative; or,

4.1.3 To repair damage, malfunction, or degradation of performance resulting from improper use or connection to

incompatible devices, equipment or memory, or installation of software that causes problems with the Product; or,

- 4.1.4 To repair damage, malfunction or degradation of performance caused by the use of Non-Klas Telecom supplies or consumables or the use of Klas Telecom products not specified for use with this Product; or,
- 4.1.5 To perform User Maintenance or cleaning or to repair damage, malfunction or degradation of performance resulting from failure to perform User Maintenance and cleaning as prescribed in Product Materials; or,
- 4.1.6 To repair a Product which has been modified or integrated with other products when the effect of such modification or integration increases the time or difficulty of servicing the Product or degrades performance or reliability; or,
- 4.1.7 To repair damage, malfunction or degradation of performance resulting from any use of the Product in any manner, or in any environment, not meeting with operating specification set forth in the Product Materials; or,
- 4.1.8 To repair damage, malfunction or degradation of performance resulting from failure to properly prepare and transport the product as prescribed in Product Materials; or,
- 4.1.9 To install replacement items that are considered customer replaceable; or,
- 4.1.10 To repair or replace consumable parts, or damaged or lost ancillary/ accessory items, including batteries, hard drives, removable storage devices, USB storage, removable data key storage, USB serial adapters, webcams or cables unless damage occurred due to default in workmanship; or,

4.1.11 To repair cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; or,

4.1.12 To repair Products with:

(a) serial numbers or date tags that have been removed altered or obliterated; or,

(b) broken seals or seals that show evidence of tampering; or,

(c) non-conforming or non-Klas Telecom, or Klas Telecom supplied, housings, antennas or parts; or,

4.1.13 To repair or replace any Product for which the total price for the Product has not been paid by the due date for payment; or,

4.1.14 To repair damage, malfunction or degradation in performance resulting from the failure by the Buyer or Product users to implement recommendations in respect of, or solutions to, defects previously advised by Klas Telecom.

## 5. Extended Hardware Warranty, Out of Warranty Repairs, Software/Technical Support

### 5.1 Extended Hardware Warranty

If, upon the date of purchasing the Product, Buyer purchased extended warranty for the Product (which must include purchase of Klas Telecom Technical Assistance Centre ("KTAC") and SMARTnet technical support), such extended warranty is provided in respect of the Product, subject to the terms and conditions of this Limited Product Warranty Agreement for the warranty period specified in the purchase order for the product and Warranty Term

is amended accordingly. Buyer or End User may contact Klas Telecom Support Centre to verify the warranty status of the Product.

## 5.2 Out of Warranty Repairs

5.2.1. If during the Warranty Term Klas Telecom finds the Product to require repair due to damage not covered by this Agreement Klas Telecom shall provide a quote at its then current rates for repair of the Product which shall include all associated shipping costs. Klas Telecom shall not be obliged to carry out any such repairs without first having accepted an order for same on the basis of the quote provided.

5.2.2. If following expiration of the Warranty Term Buyer or Product user requires repairs to be carried out to the Product, Buyer or Product user shall contact Klas Telecom to arrange shipping of the Product to Klas Telecom, at no expense to Klas Telecom, for inspection in order to determine the repairs necessary.

5.2.3. A minimum inspection fee of USD\$500.00 shall be payable to Klas Telecom by the party requesting such inspection of the Product where the Product is not covered by a then current KTAC subscription. A minimum inspection fee of USD\$250.00 shall be payable to Klas Telecom by the party requesting such inspection of the Product where the Product is covered by a then current KTAC subscription.

5.2.4. Klas Telecom shall, following its inspection of the Product, provide the requesting party with a quote for repair or refurbishment at its then current rates. Klas Telecom shall not be obliged to carry out any such repairs or refurbishment without first having accepted an order for same on the basis of the quote provided.

### 5.3 Software/Technical Support

This Agreement entitles the Buyer or Product users to KTAC technical support in respect of the Product and the Software in order to troubleshoot and/or diagnose any Warranty Claims during the Warranty Term (Note that Buyer must purchase KTAC support and Cisco SMARTnet support when purchasing extended warranty for the Product). This Agreement does not entitle the Buyer or Product user to technical support in respect of any third party software which is part of the Product. If, upon the date of purchasing the Product, Buyer also purchased KTAC support in respect of the Product and Software and/or Cisco SMARTnet in respect of Cisco software, Buyer or Product user may be entitled to software and/or technical support in accordance with any such support agreements. In order to determine technical and/or software support status of the Product, Buyer or Product users should contact Klas Telecom Support Centre.

## 6. Limitations

6.1 In addition to the limitations set out in this Agreement, except as otherwise provided herein, and to the extent permitted by law, Klas Telecom is not responsible for:

6.1.1 direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to:

- (a) loss of use;
- (b) loss of revenue;
- (c) loss of actual or anticipated profits (including loss of profits on contracts);
- (d) loss of use of money;
- (e) loss of anticipated savings;
- (f) loss of business;
- (g) loss of opportunity;
- (h) loss of goodwill;

- (i) loss of reputation;
- (j) loss of damage to or corruption of data;

6.1.2 any indirect or consequential loss or damage howsoever caused including, but not limited to:

- (a) the replacement of equipment and property;
- (b) any costs of recovering programming, or reproducing any program or data stored or used with Klas Telecom products; and,
- (c) any failure to maintain the confidentiality of data stored on the product;

6.2 Klas Telecom disclaims any representation that it will be able to repair any Product under this Agreement or make a Product exchange without risk to or loss to the programs or data.

6.3 In addition, Klas Telecom's liability for claims under this Agreement shall not, in any event, exceed the amount paid by the Buyer for the Product, nor shall Klas Telecom be liable for delays in replacement or repair of equipment hereunder caused by matters beyond its reasonable control.

## 7. No Further Warranties

7.1 To the extent permitted by law, this Agreement and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, Klas Telecom specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If Klas Telecom cannot lawfully disclaim statutory or implied warranties then to the extent permitted by law, all such

warranties shall be limited in duration to the duration of this Agreement and to repair or replacement service, or refund, as determined by Klas Telecom in its sole discretion.

## 8. Assignment

The Buyer or Product users shall not be entitled to assign or otherwise transfer this Agreement nor any of its rights or obligations hereunder without the prior written consent of Klas Telecom.

## 9. Severability

If any term of this agreement is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

## 10. Alterations

A purported alteration of this Agreement shall not be effective unless it is in writing and is signed by both parties.

## 11. Jurisdiction and Governing Law

This Agreement is governed by the laws of the Commonwealth of Virginia and disputes arising out of this agreement shall be subject to the non-exclusive jurisdiction of the Courts of the Commonwealth of Virginia, to which the parties hereby irrevocably submit.