

Cross Point Global Warranty Program

Cross Point warrants that, when purchased from Cross Point or through an authorized sales partner, all supplied products are in good working condition and free from defects in workmanship and materials.

Cross Point warrants to End User that during the applicable warranty period, the Cross Point products will conform to and operate in accordance with the applicable documentation in all material respects.

Standard Limited Warranty Period For Hardware

Unless otherwise stated specifically by Cross Point, the standard warranty period is two (2) years. The warranty period starts on the date your order is shipped by Cross Point.

Exclusions

Normal wear and tear: Periodic maintenance, repair and replacement of limited-life parts and components due to normal wear and tear are excluded from coverage.

Abuse and misuse: Defects or damage that result from:

- Improper operation, storage, misuse or abuse, accident or neglect, including but not limited to physical damage (cracks, scratches, etc.) to the surface of the product;
- Contact with liquid, water, rain, extreme humidity (unless the product is specified as waterproof), sand, dirt or the like, or heat;
- Use of non-Cross Point power supplies, product painting, removal or coverage of the Cross Point logo
- Subjecting the products to abnormal usage or conditions; or
- Other acts which are not the fault or negligence of Cross Point,

are excluded from coverage.

Use of non-branded or non-certified Cross Point products: Defects or damage resulting from use of non-Cross Point branded or certified products are excluded from coverage.

Use with genuine OEM supplied equipment: Cross Point Products are only warranted to work with genuine Original Equipment Manufacturer (OEM) supplied products as originally manufactured. Cross Point products are expressly not warranted for use with any tampered or modified third party devices where such modifications have been made without the approval of the OEM or its authorized representatives.

Unauthorized service or modification of Cross Point products: Defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, or modification in any way by someone other than Cross Point, or its authorized sales partners (after approval by Cross Point), are excluded from coverage.

Altered or modified products: Products with:

- Serial numbers or date tags that have been removed, altered or obliterated;
- Mismatched board serial numbers;
- Nonconforming or non-Cross Point housings or parts; or
- Any other alterations or modifications not approved by Cross Point

are excluded from coverage.

What Will Cross Point Do?

End-users who believe their Cross Point products are faulty should contact their supplier of Cross Point products, where Cross Point partners should contact Cross Point directly. Products will be confirmed to be faulty by Cross Point, in its sole judgment, upon testing by Cross Point. If a product is found to be faulty under the terms of this Limited Warranty, Cross Point will, at its option, repair or replace any products that do not conform to this warranty and will notify the owner of the product prior to any chargeable repair activity. Cross Point reserves the right to use functionally equivalent reconditioned/refurbished/preowned or new products, accessories or parts in the warranty process.

How To Obtain Warranty Service

In order for you to obtain performance under this Limited Warranty, you must contact Cross Point by sending an email to rma@crosspoint.nl or by contacting one of Cross Point's authorized sales partners.

You will receive instructions on how to ship the products to Cross Point. You will be liable for all costs associated with shipping the products to Cross Point.

To obtain service, you must include:

- The Return Manufacturer Authorization (RMA) form obtained from Cross Point;
- Your Cross Point product.

No returns will be accepted without an appropriately completed RMA form.

What Other Limitations Are There?

THE REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS EXPRESS LIMITED WARRANTY IS THE EXCLUSIVE REMEDY OF THE PRODUCT OWNER. CROSS POINT MAKES NO OTHER WARRANTY OF ANY KIND WHATEVER, EXPRESS OR IMPLIED. THIS EXPRESS LIMITED WARRANTY EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY SUCH IMPLIED WARRANTIES, WHICH EXCEED THE AFORESAID OBLIGATION, ARE HEREBY DISCLAIMED BY CROSS POINT, AND EXCLUDED FROM THIS EXPRESS LIMITED WARRANTY. THERE ARE NO OTHER WARRANTIES FOR THIS PRODUCT WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF OR PERTAINING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTY OR CONTRACT FOR SALE, MAY BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

IT IS UNDERSTOOD AND AGREED THAT IN NO EVENT SHALL CROSS POINT BE LIABLE, WHETHER IN CONTRACT, IN TORT (INCLUDING, BUT NOT LIMITED TO NEGLIGENCE), OR UNDER ANY WARRANTY, FOR: (1) DAMAGES IN EXCESS OF THE PURCHASE PRICE PAID FOR THE PRODUCT; (2) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR ANY OTHER TYPE OF DAMAGES (INCLUDING WITHOUT LIMITATION, ATTORNEYS FEES AND COSTS) OF ANY KIND; (3) ANY LOSS OF REVENUE OR PROFITS; (4) ANY LOSS OF BUSINESS, OR GOODWILL; (5) ANY LOSS OF INFORMATION, DATA, SOFTWARE, APPLICATIONS; OR (6) ANY OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW. THE PRICE PAID FOR THE PRODUCT IS A CONSIDERATION IN LIMITING CROSS POINTS LIABILITY TO REPAYMENT OF NO MORE THAN THE PURCHASE PRICE PAID BY THE PRODUCT OWNER.

THE PRODUCT OWNER ASSUMES ALL RISK AND LIABILITY FOR LOSS, DAMAGE, OR INJURY TO ANY PERSON OR PROPERTY ARISING OUT OF USE OR POSSESSION OF ANY CROSS POINT PRODUCT COVERED BY THIS LIMITED WARRANTY WHICH IS NOT THE FAULT OR NEGLIGENCE OF CROSS POINT.

Some countries, states or jurisdictions do not allow the limitation or exclusion of liability, or incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

The product owner acknowledges and agrees that he or she has read, or has voluntarily chosen not to read, after being given a reasonable opportunity to do so, the instruction manual for this Product which is available at www.crosspoint.nl, prior to use.

The product owner further acknowledges and agrees that he or she has read, or has voluntarily chosen not to read, after being given a reasonable opportunity to do so, the Limited Warranty for this Product.

The product owner acknowledges and agrees to all terms stated within this Limited Warranty.