

Freedom9 Inc. - 5 Year Limited Warranty

Subject to the terms and conditions set forth herein, Freedom9 Inc. (“**Freedom9**”) provides this limited warranty (“**limited warranty**”):

- only to the person or entity that originally purchased (“**Customer**”) the product (“**Product**”) from Freedom9 or its authorized reseller or distributor; and
- only for Products that are purchased from Freedom9 or its authorized reseller or distributor and delivered within North America.

THIS LIMITED WARRANTY SHALL ONLY BECOME EFFECTIVE UPON THE REGISTRATION OF THE PRODUCT ONLINE WITH FREEDOM9 WITHIN 90 DAYS OF THE DATE OF PURCHASE. PLEASE VISIT FREEDOM9’S WEBSITE AT [HTTP://WWW.FREEDOM9.COM](http://www.freedom9.com) TO REGISTER THE PRODUCT ONLINE. FAILURE TO REGISTER THE PRODUCT ONLINE MEANS THAT FREEDOM9 MAY NOT BE REQUIRED TO FULFILL ANY OR ALL OF THE OBLIGATIONS CONTAINED WITHIN THIS LIMITED WARRANTY.

Limited Warranty: Freedom9 warrants that the hardware portion of the Product (“**Hardware**”) will be free from material defects in workmanship and materials from the date of original retail purchase of the Product for the period set forth below, calculated from the date of purchase of the Product (“**Warranty Period**”), except as otherwise stated herein.

5 Year Limited Warranty for the Product(s) is defined as follows:

- Hardware (excluding power supplies and fans) – Five (5) Years
- Power Supplies and Fans – One (1) Year
- Cables and Accessories – Ninety (90) Days

Freedom9’s sole obligation shall be to repair or replace the defective Hardware during the Warranty Period at no charge to the original owner, which replacement or repair shall be at Freedom9’s sole discretion. Such repair or replacement will be rendered by Freedom9 at an authorized Freedom9 service center. The replacement Hardware need not be new or have an identical make, model or part. Freedom9 may in its sole discretion replace the defective Hardware (or any part thereof) with any reconditioned product that Freedom9 reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement Hardware will be warranted for the remainder of the original Warranty Period from the date of original retail purchase. All original Hardware (or part thereof) that is replaced by Freedom9 shall become the property of Freedom9 upon replacement.

Limited Software Warranty: Freedom9's warranties in respect of the software portion of the Product (“**Software**”) are set out in the end-user license agreement provided with the Software.

Submitting A Claim: If the Product is defective, the customer shall return the Product to the authorized dealer or distributor from whom the Product was originally purchased, which return shall be subject to the return policy of such authorized dealer or distributor. In case the time period for which such authorized dealer or distributor would accept a return of the Product has expired, but the Product is still within the Warranty Period, or in the case the Product was purchased directly from Freedom9, the customer shall return the Product to Freedom9 in accordance with Freedom9's then current return material authorization policy. For details regarding Freedom9's return material authorization policy, please contact Freedom9 directly.

What Is Not Covered: This Limited Warranty provided by Freedom9 does not cover:

- refurbished Products or any Product purchased through inventory clearance or liquidation sale or other sales in which Freedom9, the seller or the liquidator expressly disclaims its warranty obligations pertaining to the Product;
- initial installation, or installation or removal of the Product for repair or any costs associated therewith (including shipping costs);
- operational adjustments to the Product that are not covered or permitted in the manual for the Product;
- damages that occur during shipment, or damages due to power failures or acts of God;
- cosmetic damage to the Product;
- the Product if the Product, in Freedom9's sole judgment, has been subjected to abuse, accident, modification, tampering, negligence, faulty installation, lack of reasonable care, repair or service, or misuse or use otherwise than as contemplated in the manual for the Product;
- the Product if the model or serial number is missing or has been removed, altered, tampered with or defaced; and/or
- any Product that has been repaired or serviced by someone other than Freedom9 or an authorized Freedom9 representative.

Disclaimer of other Warranties: Except for the limited warranty specified herein, the product is provided "as-is" without any warranty or condition of any kind whatsoever and Freedom9 hereby expressly disclaims all warranties and conditions, whether expressed, implied or statutory, including, without limitation, any warranty or condition of merchantability, fitness for a particular purpose and non-infringement. If any implied warranty or condition cannot be disclaimed in any province or territory where a product is sold, except as expressly covered under the limited warranty provided herein, the entire risk as to the quality, selection and performance of the product is with the customer.

LIMITATION OF LIABILITY: To the maximum extent permitted by law, Freedom9 is not liable under any contract, negligence, strict liability or other legal or equitable theory for any loss of use of the product, inconvenience or damages of any character, whether indirect, special, punitive, incidental or consequential (including, but not limited to, damages for loss of goodwill, loss of revenue or profit, work stoppage, computer failure or malfunction, failure of other equipment or computer programs to which Freedom9's

product is connected, loss of information or data contained in, stored on, or integrated with any product returned to Freedom9 for warranty service) resulting from the use of the product, relating to warranty service, or arising out of any breach of this limited warranty, even if Freedom9 has been advised of the possibility of such damages. THE SOLE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT, WHICH REPAIR OR REPLACEMENT SHALL BE AT FREEDOM9'S SOLE DISCRETION. THE MAXIMUM LIABILITY OF FREEDOM9 UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY.

Governing Law: This Limited Warranty shall be governed by the applicable federal and/or provincial or state laws of the jurisdiction in which the purchase of the Product took place. This Limited Warranty provides specific legal rights and the customer may also have other rights which vary from jurisdiction to jurisdiction.

Trademarks: Freedom9 is a registered trademark of Freedom9 Inc. Other trademarks or registered trademarks are the property of their respective manufacturers or owners.

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