

OSITECH LIMITED WARRANTY

HARDWARE

OSITECH COMMUNICATIONS INC. warrants each new Ositech Product sold by Ositech to be free from defective material and workmanship. OSITECH agrees to remedy in accordance with terms specified below, any such defect which is disclosed under conditions of normal installation, use and service. To exercise this warranty the purchaser must deliver the unit intact for examination, with all transportation charges prepaid to a servicing site designated by OSITECH.

This warranty does not apply if the Product has been modified or subjected to misuse, neglect, or accident; or if the Product has been repaired or altered by an unauthorized service depot so that its performance or reliability has been impaired; or if the Product has had the serial number altered, effaced or removed; or if it has been damaged by accessories, peripherals, and other attachments not approved by OSITECH.

The specific terms of the warranty are as follows:

1. The warranty period commences on the date the purchased unit is shipped to the purchaser by OSITECH or an Authorized Reseller of OSITECH or by a transportation common carrier acting on OSITECH's behalf.
2. This warranty agreement only applies to the original purchaser. However when an Authorized Reseller of OSITECH resells the Products, pursuant to its rights hereunder, the said warranty shall apply to any person or corporations which purchase such Products from the Reseller.
3. For Products containing active electronics the warranty period is one (1) year. During this warranty period OSITECH will be responsible for both material and labour required to affect all repairs under terms of this warranty agreement, provided the unit is returned to OSITECH as specified above.
4. For Products not containing active electronics the warranty period is ninety (90) days. During this warranty period OSITECH will be responsible for both material and labour required to affect all repairs under terms of this warranty agreement, provided the unit is returned to OSITECH as specified above.

This warranty is in lieu of all other warranties, expressed or implied and no representative or person is authorized to assume for OSITECH any other liability in connection with the sale of equipment.

IN NO EVENT SHALL OSITECH BE LIABLE, WHETHER IN CONTRACT OR IN TORT OR ON ANY OTHER BASIS, FOR ANY DAMAGES SUSTAINED BY THE PURCHASER OR ANY OTHER PERSON ARISING FROM OR RELATED TO LOSS OF USE, FAILURE OR INTERRUPTION IN OPERATION OF ANY OSITECH PRODUCTS, OR DELAY IN MAINTENANCE OR FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, LEASE MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE PRODUCTS.

OSITECH products are not designed for use as a component in any life support, life safety, or other comparable application. The products should not be used in any application where the failure of faulty performance of the product might create a risk of personal injury or death. Purchaser assumes all risk of loss, damage or injury alleged to arise from the failure or faulty performance of an Ositech product in any unauthorized application. Purchaser agrees to indemnify and hold harmless Ositech, and its officers, directors, employees, agents, representatives, and sales partners, from and against any and all claims, costs, damages, losses and expenses (including reasonable attorney fees) which arise from or are alleged to have been caused by any claim for personal injury or death connected with Purchaser's use of an

Ositech product in any unauthorized application, including claims which allege that Ositech has been negligent in connection with the design or manufacture of the product.

Except as expressly set forth in this warranty, OSITECH makes no other warranties, expressed or implied, including any implied warranties of merchantability and fitness for a particular purpose. OSITECH expressly disclaims all warranties not stated in this limited warranty. Any implied warranties that may be imposed by law are limited to the terms of this express limited warranty.

This agreement will be governed by the laws of the Province of Ontario, Canada.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS; YOU FURTHER AGREE THAT IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Should you have any questions concerning this Agreement, or if you desire to contact OSITECH for any reason, please visit our website at www.ositech.com or write to: OSITECH Communications, Inc. 430 Laird Rd., Units 5-7 Guelph, Ontario, Canada N1G 3X7.