Limited Warranty

BIZFŌN

50 Stiles Road   Salem, NH 03079   1-800-282-6163

Bizfon warrants that for a period of one (1) year from the date of purchase of the Bizfon 680 control unit and Bizfon telephones (the "Product"), the Product, including the media for any software included in the Product, shall remain free from defect of materials and workmanship.

Warranty Summary:
- 1 year advance replacement* of Product when a problem requiring replacement is authorized by a Bizfon Customer Support Specialist.
- Backup files and recordings reloaded if available.
- 60 days Help Desk Support.

*Product must be shipped with a pre-authorized RMA number (described below). Bizfon returns to purchaser repaired or replaced Products via ground service at no charge to the purchaser. Faster delivery methods are available at the purchaser's expense. The advance replacement service does not apply to equipment not manufactured by Bizfon. Contact the appropriate manufacturer for warranty information about any non-Bizfon manufactured equipment.

In order to make a claim under this warranty, the original purchaser must follow the warranty claim procedure set forth below, BIZFON will only warrant claims made within one (1) year from the date of purchase of the Product.

Warranty Claim Procedure:
1. All warranty claims shall be made by the original purchaser of the Product by calling Bizfon at 1-877-603-4100. Any equipment replacement must be authorized by a Bizfon Customer Support Specialist.
2. If advance replacement of equipment is necessary, the customer must guarantee return of the original Product by completing and returning to Bizfon a signed Advance Replacement Form. Replacement Product will not ship without a signed, valid Advance Replacement Form being returned to Bizfon before the deadline described in the Advance Replacement Form. If a Parts & Labor claim or Return for Repair is to be made, the original purchaser must call Bizfon to authorize the return and obtain an RMA number from the Bizfon Customer Support Specialist. Bizfon will not accept product returns from parties other than the original purchaser or without a valid RMA number. The original purchaser shall ship the Product, shipping charges prepaid, to Bizfon at 50 Stiles Road, Salem, NH 03079 along with proof of the date purchased reasonably acceptable to Bizfon.

All warranties set forth herein shall be null and void if (a) the Product is altered, modified or changed in any way whatsoever other than by Bizfon; (b) the Product is subject to abnormal use or conditions, improper storage, excessive heat or cold, moisture or dampness, power fluctuation, abuse, neglect or any use other than its intended use; or (c) the Product's serial number label, the accessory date code, or the sys.config file has been removed, altered or tampered with in any way whatsoever. Bizfon DOES NOT

WARRANT THAT THE PRODUCT IS NOT SUSCEPTIBLE TO OR WILL PREVENT TOLL FRAUD. BIZFON EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY CHARGES, LOSSES OR DAMAGES THAT RESULT FROM TOLL FRAUD. REFER TO Bizfon's WEBSITE FOR INFORMATION ABOUT TOLL FRAUD. All warranties apply only to the original purchaser of the Product in the United States or Canada. This warranty may not be assigned by the original purchaser. No warranty, express or implied, lasts beyond one (1) year from the date of purchase of the Product. In addition to the warranty limitations set forth herein, Bizfon expressly excludes from this warranty the external cover/housing of the Product, any non-Bizfon manufactured equipment, wiring, installation/de-installation charges, voice recordings, telephone support, consulting, training and shipping charges.

The warranties specifically stated herein shall be the only warranties available to purchaser. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED ARE HEREBY DISCLAMIED AND WAIVED INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANT ABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND THE IMPLIED WARRANTY AGAINST INFRINGEMENT AND FREEDOM FROM VIRUSES AND ANY OTHER WARRANTIES WHICH MAY BE IMPLIED THROUGH A COURSE OF DEALING, PAST OR PRESENT, OR USAGE OF TRADE.

The sole and exclusive remedy of the original purchaser for breach of warranty or any other obligation of Bizfon (including any obligation arising out of statue or regulation, strict liability, negligence or the law of torts) is repair or replacement of defective parts by Bizfon or, at the Bizfon's sole and exclusive option, refund o the purchase price. IN NO EVENT SHALL Bizfon BE LIABLE FOR (a) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY, EXEMPLARY, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF ADVANTAGE, LOSS OF SAVINGS, LOSS OF REVENUES OF ANY KIND, LOSSES FOR DOWN TIME, INCREASED COST OF OPERATIONS, LOSS OF BUSINESS, ATTORNEY'S FEES, INTERRUPTION OR LOSS OF INFORMATION OR TELEPHONE SERVICE, ANY ECONOMIC LOSS, ANY COMMERCIAL LOSS OR ANY OTHER DAMAGE OF ANY KIND WHATSOEVER ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY CLAIM, OR ANY OTHER LEGAL THEORY, EVEN IF THE OTHER PARTY OR ANY OF ITS AUTHORIZED REPRESENTATIVES KNEW, SHOULD HAVE KNOWN OR HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (B) ANY CLAIM BY ANY THIRD PARTY, AND (C) ANY CLAIM FOR ANY CHARGES, LOSSES OR DAMAGES RELATING TO OR ARISING FROM TOLL FRAUD. DIRECT DAMAGES AND IN NO EVENT SHALL Bizfon's LIABILITY EXCEED THE TOTAL AGGREGATE PURCHASE PRICE PURCHASER HAS PAID TO Bizfon.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDIENTAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO PURCHASER. IN THE EVENT THAT APPLICABLE LAW DOES NOT ALLOW THE COMPLETE EXCLUSION OR LIMIATION OF LIABILITY OF CLAIMS AND DAMAGES AS SET FORTH IN THIS AGREEMENT, Bizfon's LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

Questions regarding this limited warranty should be directed to:
Bizfon, Inc.
50 Stiles Road
Salem, NH 03079