

TECHNOLOGY RESOURCE CENTER OF AMERICA, LLC LIMITED PRODUCT WARRANTY

Technology Resource Center of America, LLC, a Texas limited liability company ("TRCA") warrants to the original purchaser of Nortel and Avaya products supplied or sold by TRCA that such products are free from defects in material and workmanship. Subject to the conditions and limitations set forth below, TRCA will, at its option, either repair or replace any part of such products that prove defective due to improper workmanship or materials. TRCA will provide repaired parts or replacement products on an exchange basis with either new or remanufactured as TRCA, in its sole discretion, determines.

This limited warranty does not cover any damage to products sold by TRCA that result from improper installation, accident, abuse, misuse, natural disaster, insufficient or excessive electrical supply, abnormal mechanical or environmental conditions, or any unauthorized disassembly, repair, or modification. This limited warranty also does not apply to any product on which the original identification information sticker (the "Emblem of Warranty") has been altered, obliterated, or removed. The TRCA Emblem of Warranty on the product must be intact on delivery of the defective product to TRCA.

This limited warranty covers only repair or replacement of defective Nortel or Avaya products, as provided below. TRCA is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing, or installing Nortel or Avaya products. This warranty excludes other third party software, connected equipment, or stored data. In the event of a claim, TRCA's sole obligation shall be replacement of the hardware.

TRCA makes no warranty on any other products sold by TRCA. With respect to such other products the sole warranty, if any, is that of the manufacturer of the product.

Duration of Warranty

Product Lifetime Warranty: This warranty shall only apply to those Nortel and Avaya hardware products that, at the time of sale, specifically stated on the original invoice, a line item where the Product Lifetime Warranty was purchased by TRCA's customer.

Two-Year Warranty: All Nortel and Avaya products sold by TRCA that are not covered by a manufacturer's warranty shall be covered by this warranty for a period of two years from the date of original purchase.

Both the *Product Lifetime Warranty* and the *Two-Year Warranty* shall expire immediately and without any notice when the product is discontinued by the manufacturer or is no longer readily obtainable in the secondary market as shall be determined by TRCA. Both the *Product Lifetime Warranty* and the *Two-Year Warranty* are non-transferable. No warranty is made on any product sold or resold to any broker or secondary market vendor.

Warranty Claim Procedures and Requirements

To obtain warranty service, you must return the defective product to TRCA. You must include product identification information, including model number and serial number (if applicable) with a detailed description of the problem you are experiencing. You must also include proof of the date of original purchase as evidence that the product is within the applicable warranty period. The TRCA Emblem of Warranty must be intact.

Return the product directly to TRCA after first obtaining a Return Material Authorization ("RMA") number from TRCA. An RMA number can be obtained by calling TRCA Customer Service at (940) 565-5000 or (800) 587-5650.

Once you have obtained an RMA number from TRCA, you must, within thirty (30) days, send the product freight-prepaid and insured to TRCA, Customer Service, 2600 Virginia Circle, Denton, Texas 76209, USA. In the event a warranted product is returned

within thirty (30) days of the original invoice date, TRCA will pay for shipping if arrangements are made through TRCA Customer Service at the time of obtaining the RMA number. Products shipped to TRCA must be properly packaged to prevent damage in transit. The TRCA RMA number MUST BE prominently displayed on the outside of the package. If you send your product to TRCA without the RMA number prominently displayed on the outside of the package, it will be returned to you unopened.

The returned product will become the property of TRCA. Repaired or replacement product will be shipped at TRCA's expense. Repaired or replacement products will continue to be covered by this limited warranty for the remainder of the original warranty or 90 days, whichever is longer.

Disclaimers

THE FOREGOING IS THE COMPLETE WARRANTY FOR NORTEL AND AVAYA PRODUCTS SUPPLIED OR SOLD BY TRCA AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO SUCH PRODUCTS AND TRCA EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL, OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE LIMITED TO THE PERIODS OF TIME SET FORTH ABOVE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

TRCA'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR AND REPLACEMENT. REPAIR OR REPLACEMENT ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TRCA SHALL NOT BE LIABLE TO THE PURCHASER OF A NORTEL OR AVAYA PRODUCT SUPPLIED OR SOLD BY TRCA FOR ANY DAMAGES, EXPENSES, LOST DATA, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PURCHASE, USE, OR INABILITY TO USE SUCH PRODUCTS, EVEN IF TRCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. TRCA RESERVES THE RIGHT TO CHANGE THIS LIMITED WARRANTY AT ANY TIME WITHOUT NOTICE.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

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