



Subject to the terms and conditions set forth herein, Gouldin Technologies, LLC, DBA CellGate ("CELLGATE") provides this Limited Warranty on the hardware portion of CELLGATE branded goods (the "Hardware" or "Product") purchased directly from CELLGATE or an authorized CELLGATE dealer or distributor for installation in the United States (including Puerto Rico) or Canada.

#### **LIMITED WARRANTY**

Subject to the terms set forth herein, CELLGATE warrants the Products will be free from material defects in workmanship and materials under normal use for two (2) years from the date of original retail purchase ("Limited Warranty Period").

The customer's sole and exclusive remedy and the entire liability of CELLGATE and its suppliers under this Limited Warranty will be, at the option of CELLGATE, (i) the replacement of defective Hardware at no charge to the original owner (though customer may be responsible for labor costs associated with removal and reinstallation of such Product), or (ii) credit the actual purchase price paid against the purchase of equipment. The replacement Hardware need not be new or have an identical make, model, or part number. CELLGATE may, at its option, replace the defective Hardware or any part thereof with any reconditioned product that CELLGATE reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware.

Any replacement Hardware will be warranted for the remainder of the original Limited Warranty Period or ninety (90) days, whichever is longer, and is subject to the same limitations and exclusions.

#### **SUBMITTING A CLAIM:**

ALL CLAIMS UNDER THIS WARRANTY MUST BE MADE BY RETURNING THE PRODUCT TO CELLGATE IN THE MANNER DESCRIBED BELOW.

In order to submit a claim for replacement or credit under this Limited Warranty, the customer must first contact the CELLGATE Technical Support at 972-231-1999 for a Return Material Authorization (RMA) number. The customer may return the Product to CELLGATE with (1) the RMA number issued by CELLGATE, and (2) a written description of the defect in sufficient detail to allow CELLGATE to determine the existence of a defect. The returned Product must be packaged securely in the original package or other suitable shipping package to ensure that it will not be damaged in transit. Any Product returned without an RMA number will not be covered by this Limited Warranty and will become the property of CELLGATE upon receipt. CellGate provides advanced replacement for warranted parts upon receipt of a purchase order. After the returned part is received and evaluated, a credit for the advanced replacement will be issued. However, if the returned product fails the evaluation due to exclusions, no credit will be granted.

The customer is responsible for all expedited in-bound shipping charges to CELLGATE. COD shipments will not be accepted. Products shall be fully insured by the customer and shipped to CELLGATE at 3220 Keller Springs Rd, Suite 106, Carrollton, Texas, 75006. CELLGATE will not be held responsible for any packages that are lost in transit to CELLGATE. Non-expedited return shipping charges shall be prepaid by CELLGATE if you use an address in the United States or Canada. Expedited shipping is available upon request and provided shipping charges are prepaid by the customer. CELLGATE may reject or return any Product that is not packaged and shipped in strict compliance with the foregoing requirements.

#### **EXCLUSIONS**

This Limited Warranty does not apply to any Products with altered, defaced or removed model or serial numbers or that, in CELLGATE's reasonable judgment, have been:

- subjected to abuse, accident, modification, tampering, negligence, misuse, faulty installation, or lack of reasonable care;
- repaired or serviced by a person other than a professional service provider; or
- damaged by water intrusion, lightning strike, power surge, insect infestation or any other exposure to the elements;

This Limited Warranty does not cover the cost of initial installation, removal or reinstallation of the Product or shipping costs; adjustments covered in the operating manual for the Product; normal maintenance; shipping damage; cosmetic damage; or any hardware, software, firmware or other goods or services provided by anyone other than CELLGATE; Products that have been purchased from unauthorized retailers or from inventory clearance or liquidation sales; or any other sales in which CELLGATE, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the Product.

A RESTOCKING FEE OF UP TO 20% WILL BE CHARGE WITH REGARD TO ANY NEW AND UNDAMAGED PRODUCT RETURNED THAT IS NOT COVERED BY WARRANTY. THE ORIGINAL PRUCHASE PRICE OF RETURNED EQUIPMENT LESS THE RESTOCKING FEE WILL BE CREDITED AGAINST THE PURCHASE PRICE OF THE REPLACEMENT EQUIPMENT.



WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE LIMITED WARRANTY PERIOD SET FORTH ABOVE. 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 PURCHASER OF THE PRODUCT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CELLGATE 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 DIRECT, SPECIAL, 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 CELLGATE'S PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO CELLGATE FOR LIMITED WARRANTY REPLACEMENT) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO THIS LIMITED WARRANTY, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF CELLGATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPLACEMENT OR CREDIT OF THE DEFECTIVE OR NON- CONFORMING PRODUCT. THE MAXIMUM LIABILITY OF CELLGATE UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE LIMITED WARRANTY. THE FOREGOING LIMITED WARRANTY AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

CELLGATE EXPRESSLY EXCLUDED ANY LIABILITY FOR UNAUTHORIZED ACCESS TO ANY AREA SECURED BY PRODUCTS.

#### **GOVERNING LAW**

This Limited Warranty shall be governed by the laws of the Texas.