



**SECTION 5 - COMMERCIAL WARRANTY:** MNI manufactured products are warranted to be free from defect in material and workmanship under normal use and service for a period of two (2) years from the date of shipment. In the event of a defect during the warranty period, Buyer will return the defective item to the MNI depot repair facility for repair or replacement. Repair at MNI's option may include the replacement of parts or equipment and all replaced parts or equipment shall be the property of MNI. Parts or equipment replaced during the warranty period are warranted for the remainder of the original applicable warranty period or ninety (90) days, whichever is greater. This express warranty is extended by MNI to the original Buyer for commercial, industrial or governmental use. Such action on the part of MNI shall be the full extent of MNI's liability and Buyer's exclusive remedy for breach of warranty. Expenses of Buyer such as travel expenses are not covered by this warranty.

This warranty extends only to products manufactured by MNI, and it is expressly conditioned upon the equipment having been installed in accordance with the installation practices accepted by the telecommunications industry, the standard installation and configuration practices recommended by MNI, and the equipment having been maintained in accordance with MNI recommended standard maintenance practices. Vendor products and other equipment not manufactured by MNI are excluded, but carry their own separate limited warranties.

This warranty shall automatically terminate if the product is used in other than its normal and customary manner, has been subject to misuse, accident, neglect, or damage, is improperly disassembled or has improper alterations or repairs, or if nonconforming parts are used in the product, unless done by a service facility authorized by MNI to perform warranty service. The warranty for Network Management Systems (NMS) shall automatically terminate if software is altered, added, or removed from the platform without prior MNI approval. NMS provided by MNI do not include virus protection software and this warranty does not cover damages caused by computer viruses.

MNI warrants the operation of its equipment only with respect to its published specifications and use conditions. This warranty shall not cover any damages caused by Acts of God including, but not limited to, flood, lightning, seismic activity; and events of *Force Majeure*, such as fire, explosion, war, civil disturbance et al.

THIS MNI WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, WHICH ARE SPECIFICALLY EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

An authorization to return products under this warranty must be obtained from a MNI representative prior to making shipment to MNI's service location, and all returns shall be shipped freight pre-paid. In the event that MNI provides services only, MNI warrants the performance and specifications of such services but does not warrant that such services performed will fulfill the total system requirement of the Buyer.