

COTSWORKS Limited Warranty

Limited Warranty: COTSWORKS warrants to the original Customer only (not any lessees, transferees, assignees or other third parties) that the following products will be free from defects in material and workmanship for the stated time periods beginning with the date of purchase: Optical Transceivers: 1 year; Test Equipment: 1 year; cabling: 1 year. This warranty applies only to COTSWORKS Products and excludes any software incorporated therein. In the event that COTSWORKS receives returned COTSWORKS Products with defects in material or workmanship, it will, at its option, repair or replace the Products to whatever extent it deems necessary to restore the Products to proper operating condition, or provide a credit or refund of the purchase price or fair market value, whichever is lower. No credit shall be allowed for repair work performed by Customer or unauthorized parties. Replacement parts may be refurbished or repaired. All material and labor required for such a restoration will be provided at no charge when a Product with material or workmanship defects is properly returned within the applicable warranty period under the procedure described herein. This Limited Warranty does not apply to expendable parts. This Limited Warranty also does not extend to any Product from which the serial number has been removed or tampered or to any Product that has been damaged, failed, or rendered defective due to accident, misuse, abuse, neglect, improper installation, product modification, or unauthorized repair, attempted repair, or shipping damage. Customer expressly understands and agrees that COTSWORKS does not warrant that any Product is free of claims of patent infringement by any third party, and COTSWORKS disclaims any such warranty or indemnification against patent infringement. Customer acknowledges that neither it nor any third party is authorized to make any other warranties or representations not expressly set forth herein on behalf of COTSWORKS concerning any COTSWORKS Products. COTSWORKS is not responsible for damage that occurs as a result of Customer's failure to follow the instructions that come with the Product or by operation outside the usage parameters stated in the user documentation that shipped with the Product.

Manufacturer's Warranties; Non-COTSWORKS Products: Customer acknowledges that unless it is purchasing a COTSWORKS Product described in the immediately preceding paragraph, only the warranties offered by the manufacturer are available. In purchasing such a product from COTSWORKS, Customer agrees to rely upon the manufacturer's specifications and warranties and is not relying upon any statements, specifications, illustrations, photographs, or other document provided by COTSWORKS. Customer has familiarized itself with the manufacturer's warranty prior to purchasing the product from COTSWORKS and understands that warranty claims must be presented directly to the manufacturer and not to COTSWORKS.

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Procedures for Repairing or Replacing Product: Customer may obtain the repair or replacement of any defective Product covered under this Limited Warranty through COTSWORKS or its authorized representatives only. Customer is responsible for all shipping and handling charges in connection with the performance of this Limited Warranty. A return merchandise authorization (RMA) number assigned by COTSWORKS and dated proof of purchase must accompany all products submitted for repair or replacement. ***Please indicate the product's serial number in all correspondence; an authorization number will not be issued in the absence of a serial number.*** This Limited Warranty is void without a return authorization number and dated proof of purchase, and items delivered to COTSWORKS without a return authorization number and dated proof of purchase will be refused. Please contact COTSWORKS at



the address and phone number below to receive an RMA. After review by COTSWORKS, the Customer return authorization request will be processed, and an RMA number created. Customer will use this number to return the product to be evaluated at COTSWORKS. COTSWORKS will process the RMA appropriately and repair, return, or replace the item as appropriate.

This Limited Warranty gives you specific legal rights. You may have other rights which vary from state to state or country to country.

Effective April 30, 2021

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