



LIMITED PRODUCT WARRANTY

SBX IP – MBX IP – Vertical Summit™ Sold through Distribution

This limited warranty is extended by Vertical Communications, Inc. (“Vertical”) and covers only new and unused Vertical branded products (“Products”) that were originally purchased through a Vertical distributor, authorized by Vertical to resell the Products, and is not extended to Products that are acquired from any other source. Vertical warrants that, under normal operating conditions and for the applicable warranty period set forth in the documentation accompanying the Product or on Vertical’s website: (a) hardware (except for fuses, lamps and other consumables) will be free from defects in material and workmanship; and (b) software will perform substantially in accordance with the specifications set forth in the Vertical user guide accompanying the Product. Notwithstanding the foregoing, developmental products which have not yet been approved by Vertical for production, and which are sold or provided pursuant to a field trial agreement or other similar arrangement, shall be warranted only to the extent specifically set forth in such agreement or arrangement, if at all. Vertical’s sole obligation under this warranty, and Customer’s exclusive remedy, is that Vertical will repair or replace, at its option, the Product or any part thereof, free of charge, if the Product or part is deemed defective by Vertical during the applicable warranty period. Vertical will replace defective Products or parts with new or refurbished (like-new) Products or parts, at Vertical’s option, when the Product is returned to Vertical, freight prepaid, during the warranty period. This warranty does not apply if the Product, or any part(s) or component(s) thereof, have been: (1) used in combination or in assembly with material (hardware or software) not supplied by Vertical, if in Vertical’s sole reasonable judgment, no defect would have arisen but for such combination; or (2) improperly handled, misused, abused, altered, tampered with, accidentally damaged, or otherwise fails to function due to neglect, contamination (by liquid or otherwise), computer virus (including all variants thereof, such as, without limitation, “worms”) or as a result of any other causes beyond Vertical’s reasonable control, including, without limitation, acts of God such as fire, flood, water, or lightning, power surges or other incidence of excessive or insufficient voltage or failure to follow instructions. Repair, wiring, modification or alteration of the Product, other than as specifically performed by Vertical or its authorized repair agent, is prohibited and will void this warranty. This warranty does not cover costs associated with installation, removal, or reinstallation of the Product. Vertical assumes no liability for system down time resulting from defective or failed product. Vertical does not warrant that any Product is compatible with all telephone or switching systems or that any Product is invulnerable to or immune from unauthorized or fraudulent use, or unaccounted for access to the Product, or that software will perform in an error-free manner. Furthermore, software shall not be deemed defective for purposes of this warranty except if the defect complained of can be replicated by Vertical at its facility under normal operating conditions.

DISCLAIMER

THE FOREGOING WARRANTY IS EXCLUSIVE, BEING IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. No person or entity may extend or modify this warranty, and no such modification or extension shall be effective, unless it is in writing signed by an authorized officer of Vertical. Items which are manufactured and/or supplied by a third party, whether acquired from Vertical or an Authorized Dealer, are not warranted by Vertical and shall be subject to the terms and limitations of the warranty coverage offered by the manufacturer or supplier, if any.

Other Specific Disclaimer Warranties In addition to and without in any way limiting the generality of the foregoing disclaimer, Vertical expressly disclaims:

(a) Any express or implied warranty that any Product is technically immune from or prevent fraudulent intrusions into and/or unauthorized use or access by any third party (including its interconnection to the long distance network). Users are hereby warned that fraudulent use of any Product, including but not limited to auto-attendant, voice mail, 800 type toll free number service, off-premise transfer and 10-XXX/10-10-XXX, is possible.

(b) Any express or implied warranty that any Product is technically immune from or prevent unlawful and/or unauthorized utilization that may result in invasion of one’s right to privacy and/or loss of or damage to business or personal data, computer hardware or software and losses related thereto. Vertical hereby warns the user that the foregoing events are possible.

IN-WARRANTY POLICY AND PROCEDURES

CUSTOMER SERVICE: Should a Vertical System product be found defective, the Dealer/installer should 1st contact the Distributor where the equipment was purchased for Technical Support. If the situation requires Escalation to Vertical Level 2 Technical Support the Distributor will contact Vertical Technical Support group through their Vertical Tech Support phone number. A Vertical Technician will provide Level 2 troubleshooting of the equipment by phone with the Distributor/Dealer/installer. If the product is determined defective, one of the procedures listed below should be initiated to resolve the problem.

ADVANCE REPLACEMENT

At Vertical's option, and subject to availability, Vertical will advance replace to a Customer who has purchased the Product from an authorized Vertical Distributor, any components which are deemed "Out-of-Box-Failure" (OBF) The OBF term applies to all components which become defective within the first 90 days of the warranty period with the exception of Telephones which will be advance replaced for the first 30 days of the warranty period. The Vertical components or telephones, as the case may be, must have been purchased in new and unused condition by the Customer directly from an Authorized Distributor.

During the OBF period, Vertical will replace the failed Product with new Product, if available. If new Product is not available, Vertical reserves the right to replace the failed Product with refurbished Product. In any such case, Vertical will identify the replacement as a refurbished Product. The manufacturer's date code/Serial Number will be required at the time the request is made to obtain a replacement. On Wave replacements, if the individual component serial number is not accessible, the Chassis serial number will be required.

Products that become defective after 90 days (30 days for telephones) from the start of the warranty must be returned for repair, subject to the terms described under Returns for Repair below.

Vertical will not advance replace any Product or failure that is not covered by Vertical's Limited Product Warranty. Advance replacement requests must be made through the Selling Distributor to Vertical Technical Support. If a replacement Product is available, Vertical will attempt to ship the advance replacement Product within one business day of the approved request. Vertical will always pay for ground shipping to deliver the advance replacement Product within 5 – 7 business days from the date they are shipped. Expedited shipping may be available, subject to payment by the Customer of all applicable shipping charges. Advance replacement Products are warranted for the balance of the warranty period of the replaced Product.

Dealers must have an account in good standing with Vertical or a valid major credit card on file to be eligible for Advance Replacement. The Customer's Vertical account will be invoiced or credit card charged for the cost of the replacement Product at the Customer's applicable list price (net of any applicable discounts) as well as any applicable service or shipping charges upon shipment of the replacement Product. The defective Product must be shipped to Vertical freight prepaid by the Customer, within 30 days of the date the advance replacement Product is shipped to the Customer, using the replacement Product's packing material. Vertical will provide shipping instructions and a Return Materials Authorization number ("RMA number") authorizing return shipment of the defective Product. To ensure proper credit is issued, the returned Product must clearly specify the RMA number on the outside of the box and a copy of the packing slip shipped with the advance replacement Product must accompany the return shipment. Product returned without an RMA number will be returned to the Customer at the Customer's expense. Credit in the amount of the price invoiced to the Customer for the replacement Product will be issued upon receipt of the defective Product within the 30 day period set forth above and in accordance with these instructions. Any service or shipping charges incurred by the dealer related to the returned product will not be credited. The returned Product must be packaged properly and multiple items must be wrapped or boxed individually. Multiple products may be shipped together in a single shipping carton. If the returned Product is packaged improperly, abused, or is missing parts or determined to be outside the advance replacement period, Vertical may elect not to issue credit to the Customer for the returned Product. In such a case, the Customer will then have the option to have the Product returned to the Customer in the condition received or to have the Product repaired and returned to the Customer. If the Product is determined to have been damaged by any cause not attributable to Vertical, a repair charge will be assessed. If Vertical determines, at its sole discretion, the Product returned is not covered by warranty, the Product will be returned to the Customer. Credit will not be issued for the returned Product. In any such case, the Customer will be responsible for the cost of return shipment.

Customers not in good standing with Vertical for non-payment, credit or other reasons are not eligible for advance replacement. Returned Products that are damaged during shipment will not be eligible for return credit and will be returned to the Customer in the condition received by Vertical or its authorized repair contractor.

All replacement requests must be received complete at Vertical prior to 3pm MST for same-day shipment.

IN-WARRANTY POLICY AND PROCEDURES (continued)

SHIPPING*:** For return shipments of Out-of-Box failures or other replacements, the defective unit, unit packing box, and the manifest list used for shipping are to be marked with the assigned RMA number. The RMA number must be clearly marked on the outside of the shipping box and the Product returned, freight prepaid, to:

Vertical Communications
4717 E. Hilton Avenue, Suite 400
Phoenix, AZ 85034

***Collect shipments will not be accepted.

NOTE: ANY PRODUCT RECEIVED WITHOUT THE ASSIGNED RMA NUMBER AND PROPER PAPERWORK WILL BE RETURNED TO SENDER "FREIGHT COLLECT". CREDIT MAY NOT BE ISSUED IF SERIAL NUMBER REPORTED AS FAILURE DOES NOT MATCH SERIAL NUMBER OF EQUIPMENT RETURNED.

IN SERVICE/IN WARRANTY FOR CRITICAL ITEMS SUPPORT

SBX IP, MBX IP, Vertical Summit™ products are eligible for the In-Service Advance Replacement (ISAR) option for product that is within the original Manufacturers Warranty but falls outside of the OBF Advance Replacement period.

- Product is within the original manufacturer's warranty excluding: all Telephones,
- Product is a critical item.
- Product in which an extended warranty has been purchased and is no longer within the original manufactures warranty, is not eligible for the ISAR option. Product that falls into this category will only be repaired as per the in warranty return for repair section.

Product will be shipped at VERTICAL's expense (ground). If the Dealer wishes to expedite for faster delivery, it will be their responsibility to pay the freight expenses. An In-Service replacement fee will be invoiced to the Dealer to cover inventory/restocking costs as follows:

SBX IP, MBX IP, Vertical Summit™ Product:	Product value:	up to \$100	= ISAR fee \$25.00
		\$101 - \$300	= ISAR fee \$50.00
		\$301 +	= ISAR fee \$75.00

Vertical reserves the right to replace the failed In-Service Product with refurbished Product. Product will be shipped at VERTICAL's expense (ground). If the Dealer wishes to expedite for faster delivery, it will be their responsibility to pay the freight expenses.

IN-WARRANTY RETURN FOR REPAIR

Products that become defective during the warranty period or extended warranty period may be returned for repair to a Vertical Authorized Repair facility, freight prepaid.(See addresses below) Vertical will provide shipping instructions and a Return Materials Authorization number ("RMA number") authorizing return shipment of the defective Product. The Dealer/Installer may obtain the Repair/Return RMA number though the On-Line RMA process or by contacting Vertical's Technical Support.

To ensure proper handling, the returned Product must clearly specify the RMA number on the outside of the box. Product returned without an RMA number will be returned to the Customer at the Customer's expense. The Customer shall be solely responsible for damage occurring in transit of such returned items. Repaired Product will be warranted for the balance of the original warranty period or the duration of the repair warranty, whichever is greater.

The Dealer/Installer will be provided with the appropriate repair facility address to ship their In-Warranty product.

Product received for repair missing parts (i.e., no line cord, handset cord, handset, faceplate, button caps, etc.) will be repaired, missing parts replaced and invoiced accordingly.

IN-WARRANTY POLICY AND PROCEDURES (continued)

NOTE: Warranty is considered void when damage or failure is due to, but not limited to any of the following: liquid or chemical damage, lightning, power surge, misuse, negligence, improper packaging and/or mishandling, unauthorized modification and/or repair or mis-wiring.

INSTALLING COMPANIES ARE STRONGLY URGED TO MAINTAIN ADEQUATE SPARE INVENTORY TO REPLACE UNITS RETURNED FOR REPAIR. VERTICAL ASSUMES NO LIABILITY FOR ANY SYSTEM DOWN TIME RESULTING FROM DEFECTIVE OR FAILED PRODUCT

WARRANTY REGISTRATION AND START DATE

The warranty start date for all products is the date of purchase (DOP). However, the warranty coverage period will be extended by 4 months from the DOP to allow for time at Distribution or in your inventory to installation at the end-user customer's site.

Purchases through Distribution: Dealers have the option of registering the Distributor Invoice in the event the product has been in Distribution longer than the 4 month period allowed for in the warranty. In these cases, the warranty start date will equal the Distributor Invoice date. The warranty may be registered via Vertical's on-line warranty registration process or the parts and associated serial numbers along with a copy of the Distributor Invoice can be faxed to Customer Service at 1-877-287-8971 and Vertical will complete the warranty registration. All parts on a given Distributor Invoice must be registered at the same time and complete information must be received by Vertical within 30 days of the date of the Distributor Invoice to be accepted.

WARRANTY VIA PROOF OF PURCHASE FOR OUT-OF-BOX DEFECTIVE AND/OR REPAIR/RETURNS

In some instances a Dealer may experience a situation where the product's Serial Number does not allow a full warranty. In these situations, VERTICAL will honor the full warranty upon receipt from the Dealer, a copy of the proof of purchase of said item, or a proof of installation provided that not more than 4 months have elapsed from the date of purchase. The manufacturer's date code will be required at the time the request is made to return the product for repair.

Warranty Registration can be accessed through the V-Connect web portal.

Under Services, select Partner Services: Warranty Registration.

Follow registration instructions as outlined on the site.

OUT-OF-WARRANTY REPAIR

Products that become defective after warranty expiration may be sent to Vertical's authorized service contractor for repair, as appropriate, freight prepaid. The defective Product will be repaired if Vertical's authorized service contractor determines the Product is repairable. Charges for such repair will be at the contractor's then-current rates. An evaluation and testing fee may be assessed for this service in addition to any applicable charges for the repair work. Contact the authorized service contractor for details of its warranty coverage for repairs.

Authorized warranty repair is offered by:

Aztec Capital
5 Connair Road
Orange, CT 06477
866-607-1179

CREDIT AUTHORIZATION

All returns for credit must be previously approved or authorized by VERTICAL.

CREDIT/PAYMENT TERMS

VERTICAL will invoice for Advance Replacements on the date of actual shipment. Equipment will qualify for credit upon return within thirty (30) days. If the equipment is not returned within this time frame, the Advance Replacement invoice is due and payable immediately. In addition, past due invoices may result in suspension of Technical Support Services.

IN-WARRANTY POLICY AND PROCEDURES (continued)

EQUIPMENT DAMAGED IN SHIPMENT

All merchandise has been thoroughly inspected and packed before leaving our facility. Responsibility FOR DELIVERY IS ASSUMED BY THE CARRIER. CLAIM FOR LOSS OR DAMAGE IS TO BE MADE UPON THE CARRIER BY VERTICAL, as follows:

Concealed Loss or Damage

Concealed loss or damage means loss or damage, which does not become apparent until the merchandise has been unpacked. The contents may be damaged in transit due to rough handling, even though the carton does not show external damage. WHEN THE DAMAGE IS DISCOVERED UPON UNPACKING, MAKE REQUEST FOR INSPECTION BY THE CARRIER'S AGENT WITHIN FIFTEEN DAYS OF THE DELIVERY DATE. Forward a copy of the damage report to Vertical since such damage is the carrier's responsibility. Retain all packing material for inspection.

Visible Loss or Damage

External evidence of loss or damage MUST BE NOTED ON THE FREIGHT BILL OR EXPRESS RECEIPT, AND SIGNED BY THE CARRIER'S AGENT. Failure to adequately describe such external evidence of loss or damage may result in the carrier refusing to honor a damage claim. (In such a circumstance, the responsibility of any loss incurred shifts to the Dealer). Forward the copy of bill of lading noting damage to Vertical for proper claim filing.

DO NOT RETURN DAMAGED MERCHANDISE WITHOUT A RETURN AUTHORIZATION.

INSURANCE

Risk of loss or damage in transit of Advance Replacement shall be borne by Vertical who shall be responsible for filing any needed claims with the carrier.