

West Pond Enterprises Hardware Warranty

West Pond Enterprises, LLC

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Limited 1 Year Hardware Warranty

West Pond Enterprises (“WPE”) warrants the hardware for all FlexStream family devices, including the MX-400 series and MX-200 series Smart Headend Systems (“WPE Equipment”) against defects in materials and workmanship for a period of one (1) year from the date of shipment. Extended warranties, offered by WPE as part of the FlexCare Support Program, may be purchased to extend the one (1) year limited hardware warranty term to include additional years up to and including the fifth (5th) year from the date of shipment. All warranties implied by law, including any implied warranties of merchantability and fitness for a particular purpose, are expressly limited to the duration of this limited warranty. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Exclusive Remedy and Limitation of Liabilities

At the option of WPE any WPE Equipment deemed by WPE, at its sole discretion, to be defective will be repaired or replaced with a new, repaired, or refurbished product - whichever WPE deems as necessary. If WPE cannot reasonably repair or replace the WPE Equipment then WPE may, at its sole discretion, refund the original purchase price or the current retail price of the WPE Equipment. If WPE chooses to repair or replace the WPE Equipment, or to refund the purchase price, this will be the exclusive remedy. with the exception of any warranties implied by the law of any state in the USA, this express limited warranty is exclusive and in lieu of all other warranties, guarantees, agreements and similar obligations of WPE.

In no event shall Seller's liability exceed the price paid for the WPE Equipment or service for the goods or services that are the basis for any covered claim. Even if the repair or replacement remedy should be deemed to have failed of its essential purpose under Section 2-719 of the Uniform Commercial Code, Seller shall have no liability to Buyer for any consequential damages, including, but not limited to, lost profits, lost revenue, cost associated with removal, service, and installation of product, damage to other equipment, or liability for injury to a third party.

WPE Warranties are subject to the following conditions:

- Product must have been purchased from WPE or an authorized WPE dealer.
- If your unit is not identifiable via the WPE FlexDM device management system, you must provide proof of purchase from WPE or an authorized dealer to receive warranty service.
- Warranty coverage begins on the day of shipment from WPE or a WPE authorized distributor.
- The warranty period is not restarted after a fix or repair event occurs. When the warranty on the original product expires, the warranty on the replacement product also expires.
- If your unit is out of warranty, WPE will notify you of fee based alternatives, if any are available.

Conditions excluded from warranty coverage:

- Any unauthorized modifications or changes made to the WPE Equipment including, but not limited to, unauthorized changes to the hardware or software, the use of unauthorized peripherals or add-on modules, or the installation and/or use of third party software on the WPE Equipment will void these limited warranties.
- Repair or replacements of WPE Equipment that fails due to inappropriate use, power surges, lightning, shipping damage, exposure to water, corrosive environments, or weather, or any other causes outside of WPE's control.
- Removal, installation, shipping, tax or duty costs relating to the return or replacement of the WPE Equipment.
- Use of any WPE Equipment in a country other than the country for which the WPE Equipment was design, manufactured, and authorized for use in.

How to get warranty service:

- Contact WPE technical support via support@westpond.com or calling 978.562.4306
- If it is determined that the WPE Equipment is to be repaired or replaced, an RMA will be issued authorizing the return of the WPE Equipment.
- WPE support staff will provide instructions for returning the WPE Equipment.
- All returned WPE Equipment must have an RMA number that is clearly marked on the returned packaging. WPE is not responsible for products that do not follow this procedure.

Miscellaneous

The validity, construction and enforcement of this agreement shall be governed by the laws of the Commonwealth of Massachusetts. This constitutes the final, complete and exclusive agreement between Seller and Buyer on this subject and supersedes any prior or contemporaneous agreements, whether oral or written thereon. No waiver, alteration or modification of any of the provisions hereof shall be binding on Seller unless in writing and signed by duly authorized representative of Seller and Buyer. All drawings, novel techniques and inventions made by Seller or its agents or employees in the fulfillment of this agreement shall be the property of Seller. Buyer may not assign its rights or duties under this agreement without the prior written consent of Seller.