

Actiontec Limited Warranty Statement

HARDWARE: Actiontec Electronics Inc. warrants to the end user ("Customer") that this hardware product will be free from defects in workmanship and materials, under normal use and service, for the period defined in the product user guide, quick start guide, or retail package, from the date of purchase from Actiontec Electronics or its authorized reseller.

Actiontec Electronics' sole obligation under this express warranty shall be, at Actiontec's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Actiontec Electronics may, in its sole discretion, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Actiontec Electronics Inc. Replacement products may be new or reconditioned. Actiontec Electronics warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

SOFTWARE: Actiontec Electronics warrants to Customer that each software program licensed from it will perform in substantial conformance to its program specifications, for a period of ninety (90) days from the date of purchase from Actiontec Electronics or its authorized reseller. Actiontec Electronics warrants the media containing software against failure during the warranty period. The only updates that will be provided are at the sole discretion of Actiontec Electronics and will only be available for download at the Actiontec website, www.actiontec.com. Actiontec Electronics' sole obligation under this express warranty shall be, at Actiontec Electronics' option and expense, to refund the purchase price paid by Customer for any defective software product, or to replace any defective media with software which substantially conforms to applicable Actiontec Electronics published specifications. Customer assumes responsibility for the selection of the appropriate applications program and associated reference materials. Actiontec Electronics makes no warranty or representation that its software products will meet Customer's requirements or work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected. For any third-party products listed in the Actiontec Electronics software product documentation or specifications as being compatible, Actiontec Electronics will make reasonable efforts to provide compatibility, except where the noncompatibility is caused by a "bug" or defect in the third party's product or from use of the software product not in accordance with Actiontec Electronics published specifications or User Guide.

THIS ACTIONTEC ELECTRONICS PRODUCT MAY INCLUDE OR BE BUNDLED WITH THIRD-PARTY SOFTWARE, THE USE OF WHICH IS GOVERNED BY A SEPARATE END-USER LICENSE AGREEMENT. THIS ACTIONTEC ELECTRONICS WARRANTY DOES NOT APPLY TO SUCH THIRD-PARTY SOFTWARE. FOR THE APPLICABLE WARRANTY, PLEASE REFER TO THE END-USER LICENSE AGREEMENT GOVERNING THE USE OF SUCH SOFTWARE

OBTAINING WARRANTY SERVICE: Customer may contact Actiontec Electronics Technical Support Center within the applicable warranty period to obtain warranty service authorization. Dated proof of purchase from Actiontec Electronics or its authorized reseller may be required. Products returned to Actiontec Electronics must be pre-authorized by Actiontec

Electronics with a Return Merchandise Authorization (RMA) number marked on the outside of the package, and sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. The repaired or replaced item will be shipped to Customer, at Actiontec Electronics' expense, not later than thirty (30) days after Actiontec Electronics receives the defective product. Return the product to:

In the United States

Actiontec Electronics Inc.
45169 Industrial Drive
Fremont, CA 94538

Actiontec Electronics shall not be responsible for any software, firmware, information or memory data or Customer contained in, stored on, or integrated with any products returned to Actiontec Electronics for repair, whether under warranty or not.

WARRANTIES EXCLUSIVE: IF AN ACTIONTEC ELECTRONICS' PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT ACTIONTEC ELECTRONICS' OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. ACTIONTEC ELECTRONICS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

ACTIONTEC ELECTRONICS SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPT TO OPEN, REPAIR OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OTHER HAZARDS OR ACTS OF GOD.

LIMITATION OF LIABILITY: TO THE FULL EXTENT ALLOWED BY LAW, ACTIONTEC ELECTRONICS ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN

CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCT, EVEN IF ACTIONTEC ELECTRONICS OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT ACTIONTEC ELECTRONICS' OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER: Some countries, states or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

DISPUTE RESOLUTION: The customer may contact the Director of Technical Support in the event the Customer is not satisfied with ACTIONTEC Electronics response to the complaint. In the event that the Customer is still not satisfied with the response of the Director of Technical Support, the Customer is instructed to contact the Director of Marketing. In the event that the Customer is still not satisfied with the response of the Director of Marketing, the Customer is instructed to contact the Chief Financial Officer and/or President.

GOVERNING LAW: This Limited Warranty shall be governed by the laws of the State of California, U.S.A. excluding its conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods.