



IDTNZ Limited
PO Box 24 405
Royal Oak 1345
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GST 099 681 640

Statement of Limited Warranty

IDTNZ Limited (IDTNZ) GST 099 681 640 (herein after referred to as “IDTNZ”) This Non-Transferable warranty is provided to original purchasing end user, herein referred as “customer”, of Calypso Systems product line defined as: WCM-RF, WCM-RFB2, CA-200, CA-1000, CB-50, CB-75, CB-85, CB-1000, CB-2000, CB-5000, CM-3000, CMP-500, Conductor, CSD-500, CSP-450, CSP-650, Encore!, ION-LT2, Maestro, TB-1, TB-5, TB-6, TB-8, and Calypso UPS herein referred as “product”.

This warranty is applicable to product sold or distributed to customer by an authorized Calypso Systems Dealer, OEM, Value Added Reseller or sold directly to the end user by IDTNZ. This warranty becomes effective from the moment the end user completes purchase and receives product. This warranty shall remain in effect for 3 years from the moment of purchase as long as the original customer of the product continues to own and use the product. This warranty applies to only Calypso manufactured products and not to accessories such as power supplies and cables, which carry standard 12-month manufacturer warranties.

Terms

IDTNZ/Calypso Systems warrants that product shall be materially free of defects in material and workmanship under normal use and service during the warranty period. In the event that IDTNZ receives notice from the customer during the warranty period that product does not conform to this warranty, IDTNZ shall, at its sole option, either repair or replace the non-conforming product. The warranty on the replacement or repaired product shall continue for the duration of the original warranty. All returned product becomes the property of IDTNZ.

Procedures

A product may only be returned with the prior written approval of IDTNZ. Such approval shall reference a Return Material Authorization number (RMA) issued by authorized IDTNZ technical support personnel. Transportation costs, if any, incurred in connection with the return of a defective item to IDTNZ shall be borne by the Customer. Transportation costs incurred in connection with the re-delivery of a repaired or replaced item to the Customer shall be borne by IDTNZ. However, such costs shall be borne by the Customer if IDTNZ, reasonably determines that the product is not defective. If IDTNZ determines, in its sole discretion, that the allegedly defective product is not covered by the terms of the warranty provided hereunder, or that a warranty claim is made after the warranty period, the cost of repair by IDTNZ, including all shipping expenses, shall be reimbursed by the Customer. IDTNZ/Calypso Systems shall have no liability with respect to data contained in any system returned to IDTNZ.

Exclusions

The foregoing warranties and remedies are for the Customer’s exclusive benefit and are non-transferable. Any and all warranties shall be void regarding System components that are damaged or rendered unserviceable by: (1) acts or omissions of non-IDTNZ personnel; (2) misuse, theft, vandalism, fire, water, or other peril; (3) alterations of or additions to the System or any element thereof performed by personnel not certified by IDTNZ to perform such alterations and additions or (4) the Customer’s failure to operate the product in



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conformance with Calypso Systems published operating parameters, including environmental specifications.

Disclaimer of Warranty

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE LIMITED WARRANTIES REFERRED TO IN THE PARAGRAPHS ABOVE SHALL BE IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE. IDT/Calypso Systems, LLC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

TO THE EXTENT ALLOWED BY APPLICABLE LAW, Calypso Systems, LLC AND ITS SUPPLIER IDT EXCLUDE THEMSELVES FROM ANY LIABILITY FOR ANY LOST REVENUE OR PROFIT, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY KIND CAUSED OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF IDT AND ITS AUTHORIZED RESELLERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL Calypso Systems, LLC OR ITS SUPPLIER IDT TOTAL LIABILITY TO THE CUSTOMER, WHETHER IN CONTRACT NEGLIGENCE, STRICT LIABILITY, TORT OR OTHERWISE, EXCEED THE PRICE PAID BY THE CUSTOMER. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY PROVIDED HEREIN SHALL FAIL ITS ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO ANY CLAIMS FOR PERSONAL INJURY.

DOA Policy

The customer is required to notify IDTNZ if a product is DOA within 14 days of shipment. On receipt of DOA notification IDTNZ will arrange replace product to be ground shipped and collection of faulty product for return to IDTNZ.

Warranty Replacements

The customer must ensure return of faulty product upon receipt of warranty replacement within 21 days otherwise charges may apply.