

Statement of Limited Warranty

TeleMatrix, Inc. (TMX) warrants to its customers that TeleMatrix Marquis (or Teleconcepts in mainland China) branded products manufactured by TMX are free from defects in materials and workmanship. For customers in the United States and Canada the warranty is for five (5) years after the date of purchase. *Under all circumstances, handset batteries, either NiCd or NiMH, used in TMX cordless products and AC adaptors are covered by only a one-year warranty.*

If a product fails this warranty during the warranty period **and end user is located in a service region**, TMX will, at its option, either repair or replace the defective product or parts, or deliver replacements for defective products or parts on an exchange basis at no additional charge to the customer except as set forth below. Repair parts or replacement products may be either new or reconditioned. Products or parts returned to TMX under this warranty will become the property of TMX. Warranties on products repaired by TMX expire at the termination of the original warranty period.

International Service Regions.

Customers located in Australia, China, Europe and the UAE & Oman are defined as "in service region" and will receive the following:

- 2% morePhone program and
- 5 year warranty.

Europe will be defined as Albania, Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxemburg, Macedonia, Montenegro, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, and United Kingdom.

Customers not located in the United States or Canada or in a service region listed above will receive 5% morePhones in lieu of any warranty.

This limited warranty does not cover

1. Products or parts which are damaged, abused or misused;
2. Damage resulting from improper installation, maintenance or operation of the product;
3. Damage resulting from unauthorized modification or repair of the product, or from improper connection of the product to other equipment;
4. If the sets are not returned with line cords, coil cords, plastic overlays, connectors and replaceable batteries then TeleMatrix will not provide new line cords, coil cords, plastic overlays, connectors and batteries during the repair process.
5. Damage in transit to the TMX repair facility;
6. Any product or part unless proof of date of purchase is submitted with the product when returned for warranty repair; or
7. Costs incurred by the customer in removing and shipping the product to TMX for repair or replacement, and costs of reinstallation of the product.

The cost and risk of loss or damage for sending the product to TMX will be borne by customer.

TMX EXPRESSLY DISCLAIMS ALL WARRANTIES EXCEPT THE LIMITED WARRANTY SET FORTH HEREIN, WHICH IS THE SOLE AND EXCLUSIVE WARRANTY OF THE PRODUCT, AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, OR STATUTORY. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S SOLE REMEDY UNDER THE TMX WARRANTY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. IN NO EVENT WILL TMX BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES OF LOST PROFITS, LOST REVENUES, LOSS OF USE OF FACILITIES OR EQUIPMENT, OR COST OF SUBSTITUTE EQUIPMENT ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN

IF THE CUSTOMER HAS ADVISED TMX OF THE POSSIBILITY OF SUCH DAMAGES. TMX LIABILITY FOR DAMAGES SHALL NOT EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT.

This limited warranty gives the customer specific legal rights, and the customer may have other rights which vary from state to state, province to province. Some jurisdictions may not allow limitations on how long an implied warranty lasts or exclusions or limitations of incidental or consequential damages.