

## APEX LIMITED WARRANTY (PRODUCTS & SERVICES)

The warranty information included in this document applies to products and services sold and/or provided to end-users by Apex Systems Consulting Inc. ("Apex") or one of its authorized Value-Added Resellers (VARs) or Representatives. Service contract upgrades to higher response levels are also available for selected products and services. For additional warranty details and post-warranty service/support options, please contact your Apex Authorized Reseller or local Apex Representative, or visit <http://www.apex1.ca/>

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### ARTICLE 1 - WARRANTY LIMITATIONS

- 1.1 For the time periods set forth with the specific Product or Service (as described in Schedule "A" attached), Apex warrants to the original End User (you) that the Product (excluding expendable parts and covers) or Service you have purchased from Apex or a Apex authorized Reseller is free from defects in material and workmanship under normal use.
- 1.2 THIS LIMITED WARRANTY DOES NOT APPLY TO ANY PRODUCTS OR PARTS FROM WHICH THE SERIAL NUMBER HAS BEEN REMOVED OR ALTERED OR THAT HAVE BEEN DAMAGED OR RENDERED DEFECTIVE:
  - (a) AS A RESULT OF YOUR NON-COMPLIANCE WITH ANY APEX TERMS OR POLICIES;
  - (b) AS A RESULT OF ACCIDENT, MISUSE OR ABUSE;
  - (c) BY THE USE OF PARTS OR MEDIA PRODUCTS NOT APPROVED, MANUFACTURED OR SOLD BY APEX, OR NOT CONFORMING TO APEX'S SPECIFICATIONS;
  - (d) BY MODIFICATION WITHOUT THE WRITTEN PERMISSION OF APEX;
  - (e) BY VIRUS, INFECTION, WORM OR SIMILAR MALICIOUS CODE NOT INTRODUCED BY APEX;
  - (f) AS A RESULT OF INSTALLATION OR SERVICE BY ANYONE OTHER THAN APEX OR AN AUTHORIZED APEX SERVICE PROVIDER CERTIFIED TO PERFORM SUCH WORK.
  - (g) AS A RESULT OF FAILURES DUE TO A PRODUCT FOR WHICH APEX IS NOT RESPONSIBLE; OR
  - (h) AS A RESULT OF USE IN AN ENVIRONMENT FOR WHICH THE PRODUCT WAS NOT DESIGNED.
- 1.3 When Apex releases a critical update to a hardware or firmware component to the product, in-warranty or uplifted support will only be provided for thirty days on the previous version. After the thirty-day period, support will be provided on a time and material basis.

### ARTICLE 2 - DISCLAIMER OF WARRANTIES

- 2.1 EXCEPT AS EXPRESSLY STATED HEREIN, APEX EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE, ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, OR ANY WARRANTIES OF NON-INFRINGEMENT OF ANY THIRD PARTY'S PATENT(S), TRADE SECRET(S), COPYRIGHT(S), OR OTHER INTELLECTUAL PROPERTY RIGHT(S). IN THE EVENT THE PRODUCT, PART OR REPAIR IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, END-USER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT AT APEX'S DISCRETION AS PROVIDED ABOVE.
- 2.2 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY APEX OR APEX'S AUTHORIZED REPRESENTATIVE SHALL CREATE ANY WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THIS LIMITED WARRANTY.
- 2.3 APEX DOES NOT WARRANT THAT OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS OR SERVICE WILL OPERATE IN COMBINATIONS THAT MAY BE SELECTED FOR USE BY YOU.
- 2.4 APEX PRODUCTS ARE MANUFACTURED USING NEW MATERIALS OR NEW AND USED MATERIALS EQUIVALENT TO NEW IN PERFORMANCE AND RELIABILITY.

### ARTICLE 3 - LIMITATION OF LIABILITY

- 3.1 UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL APEX OR APEX'S SUPPLIERS BE LIABLE TO END-USER, FOR ANY INJURIES, DAMAGE TO OR REPLACEMENT OF PRODUCT OR PROPERTY, COSTS FOR RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA USED WITH THE PRODUCT, OR ANY SPECIAL, INDIRECT, INCIDENTAL, ECONOMIC OR

CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR LOSS OF PROFITS WHATSOEVER, EVEN IF APEX WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

- 3.2 SOME PROVINCES MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL APEX'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.
- 3.3 ALL APEX PRODUCTS AND ONSITE SERVICES ARE COVERED BY A WORLDWIDE LIMITED WARRANTY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC RIGHTS. YOU MAY HAVE OTHER RIGHTS THAT MAY VARY FROM PROVINCE TO PROVINCE OR COUNTRY TO COUNTRY.

### SCHEDULE "A" – END-USER WARRANTY PERIOD

PRODUCT / SERVICE	STANDARD LIMITED WARRANTY	UPGRADE OPTIONS
Onsite technical services	5 business days	Yes via service plan
Hardware products purchased new	30 days exchange only; minimum 1 year with manufacturer	No
Custom hardware installation	5 business days	Yes via service plan
Cable installations	In accordance with "Schedule B" below	N/A

### SCHEDULE "B" – CABLE INSTALLATIONS

*Apex guarantees all cable installations with its lifetime material, labour and workmanship warranty through our QSV Network Certification program. All cables will be scanned with a state-of the art digital tester to ensure they meet the latest CSA and ANSI/TIA/EIA industry standards.*

*Our technicians are certified with Systimax and Panduit, both proven industry leaders in the design and manufacture of communication products. They are well-experienced in the field and are continually sent for training with our suppliers and industry organizations (such as BICSI) to keep them abreast of new technologies and standards.*

*You can easily understand why we are able to offer this lifetime warranty with complete confidence to our clients: top-of-the-line products installed by highly trained and experienced technicians, coupled with comprehensive quality control and testing procedures. Together this translates into worry-free cable and peace of mind for our clients.*