**Warranty Information**

**Limited Warranty**

Trident Communication Technology, LLC. (“Trident”) warrants its products to be free from defects in materials and workmanship and conform to Trident’s published specification applicable to the products purchased at the time of shipment.

a. Unless a different period is specified for a particular hardware, or in a sales agreement between Trident and Customer, Trident's hardware Products are generally warranted against defects in workmanship and materials for a period of twelve (12) months from the date of shipment, provided the Product remains unmodified and is operated under normal and proper conditions. Accessories that contain a serial number, such as batteries and charging cradles (“Serialized Accessories”), carry a warranty period of twelve (12) months from the date of shipment and non-serialized accessories, such as and certain power supplies, cables and consumables are warranted for a period of ninety (90) days from date of shipment by Trident.

b. Products may be serviced with parts, components, or subassemblies that emanate from returned products and that have been tested as meeting applicable specifications for equivalent new material and Products.

c. The sole obligation of Trident for defective hardware Products is limited to repair or replacement (at Trident's option). Trident only accepts returns on Products purchased from Trident directly.  For Products not purchased directly from Trident (Value Added Distributor (VAD), Value Added Reseller (VAR), Internet Electronic Reseller (IER), and others), please follow the Return Policy of the vendor you purchased from.  VAD, VAR, IER, and direct customer is solely responsible for shipment to Trident and assumes all costs and risks associated with this transportation; return shipment to the Customer will be at Trident's expense. Trident will not accept products returned on a collect basis or damaged in shipment. Customer shall be responsible for return shipment charges for Product returned where Trident determines there is no defect ("No Defect Found"), or for Product returned that Trident determines is not eligible for warranty repair. No charge will be made to Customer for replacement parts for warranty repairs. Trident is not responsible for any damage to or loss of any software programs, data or removable data storage media, or the restoration or reinstallation of any software programs or data other than the software, if any, installed by Trident during manufacture of the Product.

d. The above warranty stipulations shall not apply to any hardware Product (i) which has been repaired, tampered with, altered or modified, except by Trident; (ii) in which the defects or damage to such Product result from normal wear and tear, misuse, negligence, improper storage, water or other liquids, battery leakage, use of parts or accessories not approved or supplied by Trident, or failure to perform operator handling and scheduled maintenance instructions supplied by Trident; or (iii) which has been subjected to unusual physical or electrical stress, abuse, or accident, or forces or exposure beyond normal use within the specified operational and environmental limits set forth in the applicable Product specification; nor shall the above warranty stipulation apply to any consumable items, such as batteries, supplied with the Product.

**This warranty is void if the label bearing the serial number has been removed or defaced.**

**Conditions:**

THE PROVISIONS OF THIS LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TRIDENT’S MAXIMUM LIABILITY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY YOU FOR THE PRODUCT. IN NO EVENT SHALL TRIDENT BE LIABLE FOR LOSS OF, DAMAGE TO OR CORRUPTION OF STORED DATA, OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES HOWSOEVER CAUSED INCLUDING WITHOUT LIMITATION THE REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH YOUR TRIDENT PRODUCT.

**Exclusions:**

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**Exclusions outside the United States:**

This product is only sold OUTSIDE THE UNITED STATES OF AMERICA through Value Added Retailers or Value Added Distributors (“VAR / VAD”) and with respect to such:

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**Limitation of Liability:**

THE MAXIMUM LIABILITY OF TRIDENT UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF THAT PRODUCT OR ANY COMPONENT OR PART THAT MALFUNCTION IN CONDITIONS OF NORMAL USE. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL TRIDENT BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. TRIDENT IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED TRIDENT OR AN AUTHORIZED REPRESENTATIVE OF TRIDENT OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY DIRECTLY CAUSED BY THE PRODUCT.

**What Law Governs This Warranty:**

This product is only sold outside the United States of America through Value Added Retailers or Value Added Distributors (“VAR / VAD”) and with respect to such:

IN NO EVENT SHALL TRIDENT BE LIABLE TO VAR, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF IT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGESany and all claims must be filed and adjudicated in the applicable courts of the Commonwealth of Massachusetts.

To the extent that THIRD PARTIES OUTSIDE OF the UNITED STATES OF AMERICA who Purchased the product from a licensed VAR, then to the extent required under the laws of the country in which the VAR sold the product requires its laws to be applied this LIMITED WARRANTY will be GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE COUNTRY IN WHICH THE PRODUCT WAS ORIGINALLY PURCHASED and the Limitation of Warranty as provided shall only limit the rights of the Third Party Purchaser to the Extent permitted under such laws.

For United States residents ONLY, any disputes arising out of this Limited Warranty or otherwise relating to your purchase of the Trident product that is the subject of this Limited Warranty, whether based on contract, tort, fraud, or any other legal theory, shall be governed by the laws of the United States and/or the Commonwealth of Massachusetts and the courts of Massachusetts shall have exclusive jurisdiction in any claim or dispute.

Trident reserves the right to review, amend, and modify the terms, policies and procedures contained in this document at any time.