

Warranty Agreement

1. What Is Covered by This Limited Warranty.

Sourcing Solutions LLC. (SSL) warrants to the original purchaser of authorized Netpatibles branded products only, that during the applicable warranty period as described below, that the product will be: (a) free from material defects in manufacture, (b) fit for its normal intended use, and (c) will conform to any of Netpatibles applicable published specifications.

Applicable Limited Warranty Period:

Optical Transceivers - Limited Lifetime Warranty

Network Cables - Limited Lifetime Warranty

Memory - Limited Lifetime Warranty

The warranty period will vary by specific product, and will be the longest of: the applicable limited warranty period described above, as identified in supplied user documentation, or as described on the product package.

2. What Is Not Covered by This Warranty.

SSL does not warrant: (a) defects caused by failure to provide a suitable installation environment for the product; (b) costs relating to the removal or replacement of any product that is incorporated into another device; (c) damage to the product due to external causes, including accidents, problems with electrical power, abnormal electrical, mechanical or environmental conditions, (d) usage not in accordance with product instructions, unauthorized alteration or repair, improper installation, or improper testing; (e) any product where the original identification markings, including serial numbers or other Netpatibles identifying marks have been removed or altered; (f) damage caused by use of the product for purposes other than those for which it was designed; (g) damage caused by natural disasters such as earthquake, fire, flood, wind, and lightning; (h) damage caused by unauthorized attachments or modifications; (i) damage during shipment; or (j) any other abuse, neglect, or misuse.

Without the prior written consent of SSL, the products are not authorized for use as critical components in (i) devices, implements or systems utilized in air or space flight; (ii) medical devices, implements or systems; or (iii) life support devices, implements or systems. Accordingly, any products that are used in the above described critical components are sold "AS IS, WITH ALL FAULTS" and the express warranty specified in section 1 does not apply to products used in such critical components. SSL will have no responsibility or liability in connection therewith and same are hereby waived. As used herein, "life support devices, implements or systems" are those which support or sustain life. A "critical

component” is any component of a device, implement or system whose failure to perform does or can reasonably be expected to result in injury to person or property or cause a failure in that device, implement or system or affect its safety or effectiveness.

3. How to Make a Warranty Claim.

If the original purchaser discovers within the applicable time period a material defect in the manufacture, that the product is unfit for its normal intended use, or a failure of the product to conform to specifications, the buyer must promptly notify SSL, in writing, at: Sourcing Solutions LLC, 3183 Red Hill Ave, Costa Mesa CA 92801, or at support@netpatibles.com, within 30 Days from the date of discovery of the defect. Within a reasonable time after notification, in the event the product is eligible for warranty, Netpatibles will issue an RMA Number (as described below) and require that the eligible product be shipped to and received by SSL, at the sole cost of the original purchaser, upon which SSL will correct any material defect in manufacture, or a failure of a product that is unfit for its normal intended use, or a failure of the product to conform to specifications, with either new or used replacement products or parts. Such repair, including both parts and labor, will be performed at SLL’s expense. All warranty service will be performed at service centers designated by SSL. If SLL is unable to repair the product to conform to the warranty after a reasonable attempt, SSL will provide, at its option, one of the following: an equivalent replacement product, or a full refund of the purchase price. These remedies are the original purchaser’s only remedies for breach of warranty.

SSL’s toll free support line for Netpatibles is available at (888) 800-5930 should you have any problem with an Netpatibles product. SSL’s Netpatibles support desk is available during normal business hours on weekdays. You can also receive prompt technical support via email at support@netpatibles.com.

In the event that you need to return an applicable product for repair or replacement, SSL will provide you with a Return Merchandise Authorization Number (“RMA Number”) as well as return instructions. Please do not return your product without prior approval from SSL. Any product returned without a valid RMA Number will be refused and returned to the sender at the sender’s expense. To avoid issues at the time of receipt, please include a copy of your RMA Number confirmation within the package you return to SSL.

4. LIMITATIONS OF LIMITED WARRANTY.

THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO

NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO PURCHASERS IN THOSE JURISDICTIONS. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO PURCHASERS IN THOSE OR JURISDICTIONS. THIS LIMITED WARRANTY GIVES THE BUYER SPECIFIC LEGAL RIGHTS, AND THE BUYER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION.

5. LIMITATION OF REMEDIES.

IN NO EVENT WILL SOURCING SOLUTIONS LLC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT ENET SOLUTIONS WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF DATA; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

6. No Other Warranties.

Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all oral or written prior agreements and all other communications between the parties relating to the subject matter of this agreement, including statements made by salespersons. No employee of SSL or any other party is authorized to make any warranty in addition to those made in this agreement. The original purchaser is warned, therefore, to check this agreement carefully to see that it correctly reflects those terms that are important to the original purchaser.

7. Conflict of Terms

This sale of Netpatibles products are subject to this limited warranty as stated herein, which are in lieu of any terms and conditions set forth in any documents issued by customer. In case of a conflict between the terms and conditions stated herein and those on any document issued by customer, those stated herein shall control. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY THE ORIGINAL PURCHASER ARE

HEREBY OBJECTED TO BY ENET SOLUTIONS, AND SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER.

8. Allocation of Risks.

This agreement allocates the risks of product failure between Netpatibles, a Sourcing Solutions LLC brand, and the original purchaser. This allocation is recognized by both parties and is reflected in the price of the products. The original purchaser acknowledges that it has read this agreement, understands it, and is bound by its terms.

9. Governing Law; Venue and Jurisdiction.

This agreement is governed by the laws of the State of California, without regard to its conflict or choice of law provisions. The customer acknowledges and agrees that Orange County, California is an appropriate place for venue of any litigation and that California courts have jurisdiction over this agreement and the original purchaser.