

WARRANTIES

- a. D1 warrants that Equipment that is repaired by D1 and is under Monthly Maintenance Charges shall be free of defects in workmanship and parts for a period of ninety (90) days from the date of the repair completion. All other Equipment that is repaired by D1 but is not under Monthly Maintenance Charges (for instance, Equipment being billed on a Time and Materials basis or on a Per Incident basis) shall be free of defects in workmanship and parts for a period of thirty (30) days from the date of the repair completion. These warranties cover only the parts replaced from D1-owned inventory and the elements of the Equipment repaired by D1; they do not apply to other parts or elements that were not involved in the initial repair, nor do they apply to software D1 warrants that installations, moves, adds, and changes performed by its technicians shall be free from defects in workmanship for a period of thirty (30) days from the date of the completion of the Service. This warranty covers only the quality of the workmanship to perform the Service(s) and does not cover Equipment or software failures.
- b. For any breach of the foregoing warranties, D1 shall use commercially reasonable efforts to promptly resolve such nonconformance at no charge to Customer. D1's warranties do not extend to situations where the Equipment and/or parts involved in the Services were, in D1's reasonable opinion, subjected to misuse or abuse, improper storage or maintenance, accident, fire, flood, lightning, or other catastrophic causes, negligence, corrosive environmental conditions, excessive electrical current, improper handling, or inadequate packaging, or to Equipment and/or parts involved in the Services that have been modified in any way or have been integrated or combined with any other materials, including software and hardware. Additionally, D1 shall have no obligation or liability if the Equipment or parts involved in the Services are used or placed in an unsuitable physical or operating environment or have been improperly serviced by anyone other than D1.
- c. D1 warrants that its performance of the services provided pursuant to this Agreement does not violate any contracts it has with third parties.
- d. The warranties set forth above are exclusive and in lieu of all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose and against infringement.