

**SWAGER COMMUNICATIONS, INC.  
MAINTENANCE, REPAIR AND SUPPORT PLAN/WARRANTY**

Swager Communications, Inc. warrants the commercial items of its manufacture only, to be reasonably fit for the purpose for which they are manufactured and sold, provided however, that this warranty shall be effective only if purchaser installs all materials according to Swager Communications, Inc.'s recommendations and specifications and that purchaser during the warranty period shall regularly, not less than semi-annually, inspect and properly maintain all items. Any item found unfit for its purpose within twelve (12) months from the date of delivery will be repaired or replaced free of charge, F.O.B. Swager Communications, Inc.'s plant. Swager Communications, Inc. shall be immediately notified in writing of such unfitness.

Swager Communications, Inc. reserves the sole right to determine if any material is to be repaired or replaced free of charge or to be supplied at Swager Communications, Inc.'s standard prices. Such obligation shall be limited to parts returned for inspection, properly packed and expenses prepaid, and providing inspection shall satisfactorily indicate defects.

The warranty herein made is in lieu of all other warranties and, except as expressly stated herein, Swager Communications, Inc. does not make and there are no warranties or obligations of any kind or nature whatsoever either expressed or implied including, but not restricted to, warranty or obligations as to design, material, workmanship or manufacture or as to the use of the items covered hereby. Swager Communications, Inc. shall not under any circumstances be liable to third persons for any claims or damages including direct, special, indirect, or consequential damages for any reason. The buyer agrees to indemnify and to hold Swager Communications, Inc. harmless for, of, and from any loss, claims, damages, expenses, and attorney's fees, including but not limited to, any fines, penalties and corrective measures Swager Communications, Inc. may sustain by reason of the buyer's failure to comply with said laws, rules and regulations in connection with the performance of this sale.

The above Warranty applies only to items manufactured by Swager Communications, Inc. Items not manufactured by Swager Communications, Inc. are warranted and guaranteed only to the extent and in the manner warranted and guaranteed to Swager Communications, Inc. by the manufacturer of such items and then only to the extent Swager Communications, Inc. is able to enforce such warranty or guaranty.

Swager Communications, Inc. will assume no responsibility for the adequacy of any product if material is used which is not totally supplied by Swager Communications, Inc.

The above sets forth the only warranty made by Swager Communications, Inc. in connection with items manufactured or sold by it, and any provisions in any proposals, specifications, advertising, or other provisions hereof, are merely descriptive and are not to be construed as warranties made by Swager Communications, Inc. All warranties are void on drawings made by others, whether by a professional engineer, sealed or not, that are not rechecked by Swager Communications, Inc. and approved by Swager Communications, Inc. Swager Communications, Inc. assumes no liability for the adequacy of the drawings or the design.

Mixing of items not supplied by Swager Communications, Inc. is dangerous and voids all warranties.

For maintenance, repair, or other support services after purchase, please call:

Tim A. Swager  
Phone: 260-495-2515 or 800-968-5601  
Fax: 260-495-4205  
between 7:30 a.m. and 4:30 p.m. EST Monday through Friday