



## MANUFACTURER'S WARRANTY

### **Vertical SBX IP 320 Converged Telephony Systems**

Vertical SBX IP 320 systems sold by Vertical Communications Systems ("Vertical"), 4717 E. Hilton Ave. Suite 400, Phoenix, AZ 85034, are subject to warranty against defects in material and workmanship under normal use and service for a period of sixty (60) months from date of purchase. This warranty is considered void when damage or failure is due to, but not limited to, any of the following: Liquid or chemical damage, lightning, power surge, misuse, negligence, improper packaging and/or handling, unauthorized modification, miswiring, and/or repair. VERTICAL's obligation under this warranty is limited to the repair or replacement, at VERTICAL's option, of defective parts. This warranty is made on condition that prompt notice of any defect is given to VERTICAL in writing within the warranty period and that VERTICAL's inspection shall reveal to VERTICAL's satisfaction that the buyer's claim is valid under the terms of this warranty. The Magnuson-Moss Warranty Act should not apply; however, in the event that it is held to apply by a court of competent jurisdiction, the implied warranty of fitness for a particular purpose shall extend for the one-year period from the date the equipment was manufactured.

VERTICAL MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY, OF FITNESS OR AGAINST INFRINGEMENT, AND IT CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE GOODS COVERED BY THESE TERMS AND CONDITIONS. IN NO EVENT SHALL VERTICAL BE LIABLE FOR LOSS OF ANTICIPATED PROFITS, INCIDENTAL OR CONSEQUENTIAL DAMAGE, LOSS OF TIME, OR OTHER LOSSES INCURRED BY BUYER IN CONNECTION WITH THE PURCHASE, POSSESSION, OPERATION, OR USE OF THE EQUIPMENT, SUCH CLAIMS BEING EXPRESSLY WAIVED BY THE INSTALLING COMPANY.

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# REPAIR POLICY AND PROCEDURES

## Vertical SBX IP 320 Converged Telephony Systems

CUSTOMER SERVICE: Should a **Vertical SBX IP 320** System product be found defective, the installer/technician should phone VERTICAL's Technical Support. One of our technicians will troubleshoot the equipment by phone with the installer/technician. If the product is determined by VERTICAL to be defective, one of the below listed procedures should be initiated to resolve the problem.

### 1. **OUT-OF-BOX DEFECTIVE**

Out-of-Box defective is defined as a product found to be defective during the first 45 days from date of installation. For out-of-box defective products, VERTICAL will ship a replacement unit, overnight air, freight allowed (F.O.B. Warehouse Freight Prepaid). A purchase order is required, and the unit will be billed at the current list price. This full amount will be credited if the defective product is properly returned within sixty (60) days. **THE RETURNED PRODUCT MUST BE PACKAGED PROPERLY, MULTIPLE ITEMS PACKAGED INDIVIDUALLY, AND PRODUCT MUST BE IN A NEW CONDITION. IF THE DEALER RETURNS PRODUCT PACKAGED IMPROPERLY, ABUSED, MISSING PARTS, OR IS DETERMINED NOT TO BE A TRUE OUT-OF-BOX FAILURE, VERTICAL WILL REVIEW THE CONDITION OF THE PRODUCT AND, IF WARRANTED, TAKE THE FOLLOWING ACTION: THE DEALER WILL BE NOTIFIED IN WRITING (PICTURES INCLUDED) OF THE CONDITION OF THE PRODUCT WHEN RETURNED. VERTICAL MAY ELECT NOT TO ISSUE CREDIT TO THE DEALER FOR THE ADVANCE REPLACEMENT AND THE INVOICE WILL BE DUE AT THAT TIME. THE DEALER WILL THEN HAVE THE OPTION FOR VERTICAL TO RETURN THE PRODUCT AS IS OR REPAIR IT AND THEN RETURN IT TO THE DEALER. IF PRODUCT IS DETERMINED TO BE ABUSED, A REPAIR CHARGE WILL BE ASSESSED. IF NOT ABUSED, THE PRODUCT WILL BE REPAIRED UNDER WARRANTY.** The Material Return authorization number is valid for products returned within sixty (60) days of issuance. VERTICAL reserves the right to replace, at its discretion, out-of-box defective products with "C" stock (like new).

SHIPPING: For return shipments of replaced product, the defective unit, unit packing box, and the manifest list used for shipping are to be marked with the assigned Material Return (MRA) authorization number. **A short but clear description of the defect found must be attached to the defective unit. This will insure the problem experienced will be found and corrected.** Please clearly mark the Return Authorization Number on the outside of your shipping box and ship the product, freight prepaid to:

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**Vertical Communications**  
**4717 E. Hilton Avenue, Suite 400**  
**Phoenix, AZ 85034**

NOTE: Freight collect shipments will not be accepted.

NOTE: ANY PRODUCT RECEIVED WITHOUT THE ASSIGNED MRA NUMBER AND PROPER PAPERWORK WILL BE RETURNED FREIGHT COLLECT.

## **2. IN-WARRANTY REPAIR**

Warranty repairs will be completed through a Vertical authorized repair facility. Please contact AZTEC Capital, LLC at 866-607-1179 to make arrangements for repair and return of equipment.

Product received with missing parts (i.e., no line cord, handset cord, handset, faceplate, button caps, etc.) will be repaired, missing parts replaced and invoiced accordingly. Repaired product will carry a repair warranty for one (1) year from the date of repair.

NOTE: Warranty is considered void when damage or failure is due to, but not limited to any of the following: liquid or chemical damage, lightning, power surge, misuse, negligence, improper packaging and/or mishandling, unauthorized modification and/or repair or improper wiring.

**NOTES: AZTEC'S ONE (1) YEAR REPAIR CENTER WARRANTY WILL COVER ONLY THE REPLACED COMPONENTS AND WORK RELATED TO THE REPAIR PERFORMED BY AZTEC.**

**INSTALLING COMPANIES ARE STRONGLY URGED TO MAINTAIN ADEQUATE SPARE INVENTORY TO REPLACE UNITS RETURNED FOR REPAIR.**

## **3. OUT-OF-WARRANTY REPAIR**

Out-of-warranty repairs will be completed through a Vertical authorized repair facility. Please contact AZTEC Capital, LLC at 866-607-1179 to make arrangements for repair and return of equipment.

Product received will be repaired or replaced at AZTEC'S option and returned surface freight within fourteen (14) working days from the date received at the repair center. Product received with missing parts (i.e., no line cord, handset cord, handset, faceplate, button caps, etc.) will be repaired, missing parts replaced and invoiced accordingly. Repaired product will carry a repair warranty for one (1) year from the date of repair.

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Repair/return product can be shipped to the following repair location:

**AZTEC Capital, LLC**  
**ATTN: VERTICAL REPAIR**  
**5 CONNAIR ROAD**  
**ORANGE, CT 06854**  
**Tel: 866-607-1179**  
**Fax: 203-795-0210**

**4. WARRANTY VIA PROOF OF PURCHASE FOR OUT-OF-BOX DEFECTIVE AND/OR REPAIR AND RETURNS**

In some instances a Dealer may experience a situation where the manufacturer's date code does not allow a full twenty-four (24) or sixty (60) month warranty. In these situations, VERTICAL will honor the full twenty-four (24) or sixty (60) month warranty upon receipt from the Dealer, a copy of the proof of purchase of said item, provided that the manufacturer's date code does not exceed three (3) years or a copy of the proof of installation provided that not more than 4 months have elapsed from the date of purchase. A Customer Service Representative will be required to obtain the manufacturer's date code at the time the request is made to return the product for repair.

**5. IN SERVICE/IN WARRANTY FOR CRITICAL ITEMS SUPPORT**

In some instances a customer may find that they are out of stock on a certain item. In those instances, VERTICAL will provide an In Service/In Warranty replacement part as follows:

- Product is within manufacturer's warranty
- Product is a critical item.

Product will be shipped at VERTICAL's expense (ground). If the Dealer wishes to expedite for faster delivery, it will be the dealer's responsibility to pay the freight expenses. An In-Service Advance Replacement Fee will be invoiced to the Dealer to cover inventory/restocking costs as follows:

Product value = Up to - \$100 = ISAR fee \$25.00  
\$101 - \$300 = ISAR fee \$50.00  
\$301 + = ISAR fee \$75.00

One fee will be incurred per order based upon the highest priced product on order.

**6. CREDIT AUTHORIZATION**

All returns for credit must be previously approved or authorized by VERTICAL.

**7. CREDIT/PAYMENT TERMS**

VERTICAL will invoice for Advance Replacements on the date of actual shipment. Equipment will qualify for credit upon return within sixty (60) days.

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If the equipment is not returned within this time frame, the Advance Replacement invoice is due and payable immediately. In addition, past due invoices may result in suspension of Technical Support services.

## **8. EQUIPMENT DAMAGED IN SHIPMENT**

All merchandise has been thoroughly inspected and packed before leaving our facility. Responsibility FOR DELIVERY IS ASSUMED BY THE CARRIER. CLAIM FOR LOSS OR DAMAGE IS TO BE MADE UPON THE CARRIER BY VERTICAL, as follows:

### **Concealed Loss or Damage**

Concealed loss or damage means loss or damage, which does not become apparent until the merchandise has been unpacked. The contents may be damaged in transit due to rough handling, even though the carton does not show external damage. WHEN THE DAMAGE IS DISCOVERED UPON UNPACKING, MAKE REQUEST FOR INSPECTION BY THE CARRIER'S AGENT WITHIN FIFTEEN DAYS OF THE DELIVERY DATE. Forward a copy of the damage report to Vertical since such damage is the carrier's responsibility. Retain all packing material for inspection.

### **Visible Loss or Damage**

External evidence of loss or damage **MUST BE NOTED ON THE FREIGHT BILL OR EXPRESS RECEIPT, AND SIGNED BY THE CARRIER'S AGENT.** Failure to adequately describe such external evidence of loss or damage may result in the carrier refusing to honor a damage claim. (In such a circumstance, the responsibility of any loss incurred shifts to the Dealer). Forward the copy of bill of lading, noting the damage, to Vertical for proper claim filing.

**DO NOT RETURN DAMAGED MERCHANDISE WITHOUT MATERIAL RETURN AUTHORIZATION**

## **9. INSURANCE**

Risk of loss or damage in transit of Advance Replacement all be borne by Vertical who shall be responsible for filing any needed claims with the carrier.