



Limited Product Warranty



This limited warranty is provided by Pelican Wireless Systems (PELICAN) for any and all product developed and manufactured by PELICAN which reside exclusively under the FOUNTEN Brand (FOUNTEN is a trademark owned by Carrier Enterprise LLC and is only valid and enforceable by PELICAN.

This limited warranty applies only to hardware components. Pelican does not include any warranty for damage caused by normal wear and tear, accidents, misuse (including failure to follow product documentation and plugging the device or other included parts into the wrong type of electrical circuit), neglect, disassembly, alterations and external causes such as but not limited to extreme thermal or environmental conditions (including but not limited to moisture and heavy dust), installation or enabling of unauthorized software or service, unauthorized alterations to product software or services, or unauthorized resale. This limited warranty does not guarantee that usage of product will be error free.

EXCLUSIVE REMEDY: We warranty the Device against defects in material and workmanship under ordinary consumer use for three years from the date of original retail purchase. During this warranty period, if a defect arises in the Device, and you follow the instructions for returning the Device, we will, at our option, either (i) repair the Device using new or refurbished parts at a fixed customer cost of \$35.00 per Device or (ii) replace the Device with a new or Factory refurbished Device. This limited warranty applies to any repair, replacement part or replacement Device for the remainder of the original warranty period or for ninety days, whichever is longer.

Please contact Founten Sales, 888-307-9152 or sales@founten.com, or Founten Technical Support, 888-307-9152 or support@founten.com, for specific instructions about how to obtain warranty service for your Device. In order to qualify for the remedy above, you must provide your name, contact information, address for replaced Device shipment, the Device part name/number, and the Device serial number (if applicable). In certain situations, you may also be required to provide a purchase receipt.

THE LIMITED WARRANTY WRITTEN ABOVE IS THE ONLY EXPRESS WARRANTY PELICAN PROVIDES FOR FOUNTEN BRANDED DEVICES, AND THE ABOVE REMEDY IS YOUR SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PELICAN WIRELESS SYSTEMS EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, REGARDING THE DEVICE, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE LIMITED IN DURATION TO THE THREE-YEAR PERIOD OF THE EXPRESS WARRANTY ABOVE.

Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PELICAN AND ITS SUBSIDIARS AND AFFILIATES (INCLUDING CARRIER ENTERPRISE LLC) SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE DEVICE OR THESE TERMS, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT PELICAN OR ITS AFFILIATES OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSIVLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PELICAN AND ITS AFFILIATES' TOTAL LIABILITY IN





CONNECTION WITH THE DEVICE OR THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT PAID PELICAN WIRELESS SYSTEMS FOR THE DEVICE.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

No employee or representative of Pelican Wireless Systems or its affiliates (including Carrier Enterprise LLC) or any third party is authorized to make any modification, extension or addition to this limited warranty. If any term of this limited warranty is held to be illegal or unenforceable, the remaining terms of this limited warranty will remain in full force and effect.

This limited warranty gives you specific legal rights, and you also may have other rights which vary from State to State.