

# Allied Telesis Warranty Offering

## Allied Telesis Product Warranty

### 90 Day Warranty

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be free from defects in materials and workmanship for a period of ninety (90) days from the date the Purchaser buys such Product.

### One Year Warranty

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be free from defects in materials and workmanship for a period of one (1) year from the date the Purchaser buys such Products.

### Two Year Warranty

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be free from defects in materials and workmanship for a period of two (2) years from the date the Purchaser buys such Products.

### Five Year Warranty

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be free from defects in materials and workmanship for a period of five (5) years from the date the Purchaser buys such Product.

### Lifetime Warranty (Two Years Fan & PSU)

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be warranted free from defects in materials and workmanship for the lifetime of the Product. Lifetime of the Product means five (5) years from the date the Purchaser buys such Product; provided, however, that the fan and power supply components thereof will be warranted only for a period of two (2) years from the date the Purchaser buys such Product.

### Lifetime Warranty (Five Years Fan & PSU)

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be warranted free from defects in materials and workmanship for the lifetime of the Product. Lifetime of the Product means five (5) years from the date the Purchaser buys such Product; provided, however, that the fan and power supply components thereof will be warranted only for a period of five (5) years from the date the Purchaser buys such Product.

### Lifetime Warranty

Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or its authorized distributors will be warranted free from defects in materials and workmanship for the lifetime of the Product. Lifetime of the Product means up to a maximum of 10 years from the date of purchase and the Purchaser retains ownership of the Product over that time period.

For more details, please refer to the full Allied Telesis Warranty Terms and Conditions.

## Allied Telesis Warranty Offering

# Allied Telesis Warranty - Terms and Conditions

### Limited Product Warranty

Allied Telesis Inc. (hereinafter, ATI) warrants that:

1. Starting for the date of shipment to Customer (and in case of resale by approved source, commencing not more than ninety (90) days after original shipment from ATI), and continuing for a period of the longer of:
  - a. Ninety (90) days; or
  - b. The period set forth in the warranty card accompanying the Product.
2. Product will be free from defects in material and workmanship when used in a proper and permitted manner.
3. The date of shipment of the Product is enclosed with the packing material in which the Product is shipped.
4. This limited warranty extends only to the original purchaser of the Product, and is not assignable. ATI makes no express or implied warranties including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, except as expressly set forth in this warranty. In no event shall ATI be liable for incidental or consequential damages, costs, or expenses arising out of or in connection with the performance of the product delivered hereunder. ATI will in no case cover damages arising out of the product being used in a negligent fashion or manner.
5. This limited warranty does not extend to any Reseller, Distributor, Integrator or any other intermediary who buys the Product from ATI and resells it, either by itself or as part of another assembly, to the End User.
6. Customer's sole and exclusive remedy and the entire liability of ATI and its suppliers under this limited warranty will be, at ATI's discretion, either the shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the ATI website <http://www.alliedtelesis.com> or a refund of the purchase price, if and only if the Product is returned to ATI, freight and insurance prepaid. NO OTHER WARRANTIES, SUCH AS FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSED OR IMPLIED. ATI IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, ARISING FROM ANY CAUSE OR THEORY. AUTHORIZED RESELLERS ARE NOT AUTHORIZED TO EXTEND ANY DIFFERENT WARRANTY ON ATI'S BEHALF.
7. ATI's obligations hereunder are conditioned upon the return of affected Hardware in accordance with ATI's current Return Material Authorization (RMA) procedures.

Failure to properly protect the product during shipping may void this warranty. The return authorization number must be written on the outside of the carton to ensure its acceptance. We cannot accept delivery of any equipment that is sent to us without a RMA number. The Customer must pay for the non-compliant product(s) return transportation costs to ATI for evaluation of said product(s) for repair or replacement. ATI will pay for the shipping of the repaired or replaced in-warranty product(s) back to the Customer (any and all customs charges, tariffs, or/and taxes are the customer's responsibility). ATI reserves the right (for exceptional cases) to charge a \$50 fee for all testing and shipping incurred, if after testing, a return is classified as "No Problem Found."

This warranty does not cover damage from accident, acts of God, neglect, contamination, misuse or abnormal conditions of operation or handling, including over-voltage failures caused by use outside of the product's specified rating, or normal wear and tear of mechanical components.

Allied Telesis will, at its option:

- ▶ Repair the defective product to functional specification at no charge
- ▶ Replace the product with an equivalent functional product
- ▶ Refund a portion of purchase price based on a depreciated value

## Allied Telesis Warranty Offering

To return a defective product for warranty coverage, contact Allied Telesis' Customer Support for a return authorization number. Send the defective product postage and insurance prepaid to the following address:

Allied Telesis, Inc.  
468 South Abbott Avenue  
Milpitas, CA 95035  
USA

Attn: RETURNS DEPT: RMA # \_\_\_\_\_

### Limitations on Product Warranty

The above listed Limited Product Warranty and the Software Warranty defined in the Software – End User License Agreement does not apply if the Product or the Software or any other equipment upon which the Software is authorized by ATI to be used has been:

1. Altered by someone other than ATI or its authorized representative, OR
2. Not installed or not operated or not repaired or not maintained in accordance with instructions supplied by ATI; OR
3. Subjected to physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accidents that do not conform with the stated performance specifications as defined by ATI; OR
4. Licensed and/or loaned and/or provided for beta, evaluation, testing or demonstration purposes.

If ATI determines that customer is not using certified SFP module with ATI product, ATI reserves the right to void the Product Warranty and/or Service and/or Support Agreement.

The Software warranty also specifically does not apply to:

1. Any temporary and/or test and/or trial Software modules; OR
2. Any Software not made publicly available by ATI; OR
3. Any Software that ATI expressly provides on an "AS IS" basis; OR
4. Any Software for which ATI does not receive a license fee.

### Disclaimer of Warranty

Except as specified in this warranty, all express or implied conditions, representations, and warranties including, without limitation, any implied warranty or condition of merchantability, fitness for a particular purpose, non-infringement, satisfactory quality, non- interference, accuracy of informational content, or arising from a course of dealing, law, usage, or trade practice, are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by ati, its suppliers and licensors. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Because some states or jurisdictions do not allow limitations on how long an implied warranty lasts, the above limitation may not apply. These warranties give customer specific legal rights, and customer may also have other rights which vary from jurisdiction to jurisdiction.

This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

## Allied Telesis Warranty Offering

### Choice of Laws

This Agreement is controlled by and governed under the laws of the State of California, United States of America, notwithstanding any conflicts of law provisions; and the state and federal courts of Santa Clara County, California shall have exclusive jurisdiction over any claim arising under the Agreement or Warranties. Parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Notwithstanding the foregoing, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights. If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement and Warranties shall remain in full force and effect. Except as expressly provided herein, the Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any Purchase Order or elsewhere, all of which terms are excluded. The Agreement has been written in English, and the parties agree that the English version will govern.



NETWORK SMARTER

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