

Warranty Terms and Conditions **NA**

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.
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.
7. ATI's obligations hereunder are conditioned upon the return of affected Hardware in accordance with ATI's current Return Material Authorization (RMA) procedures.

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.

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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.

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.

FCC Notice

The following information is for the FCC compliance of Class A devices: This equipment has been tested and found to comply with the limits for a Class A digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference when the equipment is operated in a commercial environment. This equipment generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instruction manual, may cause harmful interference to radio communications. Operation of this equipment in a residential area is likely to cause harmful interference, in which case users will be required to correct the interference at their own expense. The following information is for FCC compliance of Class B devices: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. Product generates uses and can radiate radio frequency energy and if not installed and used in accordance with ATI's instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If the equipment causes interference to radio or television reception, which can be determined by turning the Product off and on, users are encouraged to try to correct the interference by using one or more of the following measures on their radio or television:

1. Reorient or relocate the receiving antenna.
2. Increase the separation between the equipment and receiver.
3. Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
4. Consult the dealer or an authorized radio/TV technician for help.

Modifications to Product not authorized by ATI could void the FCC approval and negate your authority to operate Product.



NETWORK SMARTER

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