## **TERMS & POLICIES**

Allied Telesis™

## **EMEA Warranty Offering**

## (Applicable to products purchased from April

**2009)** Allied Telesis, Inc. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis, Inc. or its Authorized Distributors will be free from defects in materials and workmanship for a period of up to five (5) years for Products<sup>1</sup> from the date the Purchaser buys such Product.

- The warranty period begins on the date of delivery of the equipment to the end user purchaser ("Purchaser").
- Allied Telesis, Inc. warrants Allied Telesis, Inc. hardware products against defect in materials and workmanship.
- Allied Telesis, Inc. warrants that Allied Telesis, Inc. hardware products conform to their specifications.
- Allied Telesis, Inc. does not warrant that the operation of Allied Telesis, Inc. hardware products operation shall be uninterrupted or error free.
- Allied Telesis, Inc. warranties do not apply to defects resulting from:

(a) improper use; (b) inadequate maintenance; (c) customer or third party supplied interfacing equipment, software or supplies; (d) unauthorized modifications; (e) improper use or operation outside the specifications of the product; (f) neglect, abuse, accident, loss or damage in transit; (g) improper installation or site preparation; (h) unauthorized maintenance or repair; (i) force majeure such as natural disaster, diastrophism, and flood.

- Allied Telesis, Inc. may repair or replace Allied Telesis, Inc. hardware products with either new products, repaired, or refurbished products, or Allied Telesis, Inc. products with a similar or nearest equivalent specification, when the original product has been discontinued.
- Allied Telesis, Inc. shall warrant to the initial end user purchaser ("Purchaser"), a repaired or replacement hardware product for 90 days, or the remainder of the warranty period of the original product, whichever is longer.
- In the event that the end user purchaser ("Purchaser") has a product that has been deemed by Allied Telesis, Inc. (or its approved agent) to be at fault, Allied Telesis, Inc. shall make all endeavours to attempt to repair said product, or provide a replacement product, and dispatch the repaired or replacement product, to the Customer within a reasonable timescale.

- All products shipped back to Allied Telesis, Inc., or its Authorized Repair Agent, shall be pre-arranged with Allied Telesis, Inc. and shall be clearly marked with a RMA (Return Materials Authorization) Number, given to the customer by Allied Telesis, Inc.
- Products returned to Allied Telesis, Inc., or its Authorized Repair Agent which are a) not clearly marked with an RMA number, b) not the product authorized to be returned under said RMA number, or c) a product returned that has not been issued with an RMA number, shall remain the property of the customer.
- Allied Telesis will attempt to contact the customer regarding their products, which will then be either

   a) returned to the customer at their expense, or b)
   disposed of after 60 days if the customer is not willing to arrange collection for the return shipment and handling costs of the goods, or if the customer cannot be contacted.
- Allied Telesis, Inc. warranties are applicable to the initial end user purchaser ("Purchaser"). If products are transferred to another Customer, the products shall be deemed to have a two (2) year warranty period from the time of the initial Customer purchase.
- Allied Telesis, Inc. five (5) year warranties shall be deemed to be effective, if, and only if, the customer registers the product with Allied Telesis within 30 days (the Registration Period) of purchasing the product. Registration shall take place via the website (www. alliedtelesis.com). Allied Telesis, Inc. shall warrant nonregistered products for a period of two (2) years only.
- Allied Telesis warrants up to five (5) years the hardware on new products sales only. Sale of ex-demonstration product or refurbished product shall carry a two (2) year warranty.
- Allied Telesis shall not be held responsible for any loss incurred by the Customer, or Installer due to a hardware failure of an Allied Telesis product, nor due to any delay or late delivery of a replacement product.
- The terms and conditions of this warranty program in no way affects your statutory rights.

Notes

<sup>1</sup> iMAP and iMG products ship with a maximum two (2) years warranty, unless extended warranties are purchased. Products resold by Allied Telesis, under their own brand label, are subject to the warranty conditions of the original manufacturer.

For a complete list of product warranties contact your local sales office or Allied Telesis supplier.

