



## ADTRAN WARRANTY

**WARRANTY:** During the warranty period and subject to the limitations herein, ADTRAN warrants that items sold by ADTRAN and supplied under Buyer's order shall be free from defects in materials and workmanship and will conform to applicable specifications. This warranty extends only to the original end user customer and is not transferable. Any such transfer shall void the above warranty. ADTRAN's liability herein, whether based upon breach of warranty or contract or negligence in manufacture, shall be limited to replacement or repair at ADTRAN's election of all such defective or nonconforming items, provided that this warranty shall apply only where Buyer has given ADTRAN written notice of such defects or nonconformity within the applicable warranty period. ADTRAN shall have the right prior to return to inspect at Buyer's facility any items claimed to be defective or nonconforming.

**WARRANTY PERIOD:** The warranty period applicable for your ADTRAN item supplied under Buyer's orders may be viewed at ADTRAN's website. All warranty periods begin on date of shipment from ADTRAN. All software is warranted for ninety (90) days, subject to the applicable license agreement.

The foregoing constitutes the sole and exclusive remedy of the Buyer and exclusive liability of ADTRAN AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED OR STATUTORY AS TO MERCHANTABILITY, FITNESS FOR PURPOSE SOLD, DESCRIPTION, QUALITY, PRODUCTIVENESS, NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER MATTER. Without limiting the foregoing, in no event shall ADTRAN or its suppliers be liable to Buyer for any incidental, special, punitive, exemplary or consequential damages experienced by either Buyer or a third party (including, but not limited to, loss of data or information, loss of profits, or loss of use). ADTRAN is not liable for damages for any cause whatsoever (whether based in contract, tort, or otherwise) in excess of the amount paid for the item.

**RETURNS:** Return authorization and an RMA number must be obtained from ADTRAN prior to return of any item for repair. Buyer's rights to repair or replacement are governed by this Warranty.

### SHIPPING:

United States and Canada. The cost of shipping an in-warranty or out-of-warranty item from Buyer's facility back to ADTRAN shall be paid by the Buyer. The cost of shipping an in-warranty repaired or replaced item from ADTRAN back to the Buyer by surface carrier shall be paid by ADTRAN. At the request of the Buyer, ADTRAN will utilize other means of express shipment in which case the cost of the return using express shipping shall be paid by the Buyer. The cost of shipping an out-of-warranty repaired item from ADTRAN back to the Buyer shall be paid by Buyer. In the case of a DOA (see "Dead on Arrival" section below), the cost of shipping the defective item back to ADTRAN and the cost of shipping the replacement item to Buyer is paid by ADTRAN.

Outside of the United States and Canada. The Buyer shall pay the cost of shipping the item from Buyer's facility to an ADTRAN designated ADTRAN Repair Depot. ADTRAN will return in-warranty repaired or replacement item to Buyer's named placed Delivered Duty Paid ("DDP" INCOTERMS 2010) excluding Value Added Tax ("VAT"), meaning that ADTRAN will pay all costs, excluding VAT in bringing the item to the destination. In the case of a DOA (see "Dead on Arrival" section below), the cost of shipping the defective item to the designated repair depot and the cost of shipping the replacement item to Buyer, excluding VAT, is paid by ADTRAN.

**REPAIR CHARGES:** In-warranty repair will be made at no charge to Buyer provided that the reason for failure is not one of the exclusions under Warranty Restrictions herein. The cost of out-of-warranty repair is subject to a charge as quoted by ADTRAN. The cost of the repair will be invoiced to Buyer and return shipping expense will be the responsibility of the Buyer.

**REPAIR WARRANTY:** Repair work performed on an in-warranty item is warranted for the remainder of the original warranty period or six (6) months, whichever is greater. Repair work performed on an out-of-warranty item is warranted for six (6) months from the date of shipment of the repaired item from ADTRAN. This six (6) month period for in-warranty or out-of-warranty repair covers only the actual repair(s) made to the item and is exclusive of potential non-related faults that may occur during the six (6) month period.

**WARRANTY RESTRICTIONS:** Modification or alteration to purchased items by Buyer, other than that specifically authorized in writing by ADTRAN, shall VOID AND NULLIFY, in its entirety, all warranty rights as set forth in the Warranty paragraph above. Any damage or malfunction resulting from exposure of the item to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, abuse, operation of item not in accordance with ADTRAN specification or other such cause shall VOID AND NULLIFY, in its entirety, all warranty rights for such item.

**ENGINEERING UPDATES:** ADTRAN reserves the right to upgrade and modify items during in-warranty or out-of-warranty repair without prior approval or notification to Buyer and without incurring any obligation or liability to make the same or similar changes in items previously manufactured.

**DATA RIGHTS:** Rights to any intellectual property residing in the items or any data furnished hereunder are not granted except by

specific written permission by an authorized representative of ADTRAN. Buyer shall have no right to copy, reverse engineer or reproduce, in whole or part, the item or any data thereof without the prior written consent of ADTRAN.

**TECHNICAL SUPPORT:** ADTRAN Technical Support is limited to troubleshooting and general use support. ADTRAN will provide Technical Support for the then current release of firmware and/or software and the previous release; however, ADTRAN's sole remedy may require Buyer to upgrade to the current product firmware and/or software release or appropriate release as determined by Technical Support to provide resolution.

#### **RETURN MATERIAL AUTHORIZATION (“RMA”) INFORMATION:**

Dead-on Arrival (“DOA”). Dead on Arrival refers to an item that does not operate upon delivery. A DOA determination could apply to any item that, upon installation, does not technically work, fails at initial power-up or fails after a few hours of operation. An item will not be considered DOA if more than sixty (60) days have passed since it shipped from ADTRAN. ADTRAN's policy for handling DOA items associated with an installation ADTRAN is performing is specified in the applicable ADTRAN Installation Description of Service Offering. For items purchased from ADTRAN authorized resellers, the original end-user owner of the item may show proof that no more than forty-five (45) days have passed since the item was purchased from the reseller. For items determined by ADTRAN Technical Support to be DOA, ADTRAN will provide advance replacements (subject to product availability) in accordance with this DOA section and ADTRAN's RMA process. ADTRAN will use commercially reasonable efforts to ship advance replacements on the same business day when determination of hardware failure has been made before 5:00 PM in the time zone from where the replacement will ship, otherwise it will be scheduled to ship on the next business day. Advance replacements will be scheduled for next business day (NBD) delivery for locations within the United States. Defective item must be returned within thirty (30) days of the date of shipment of advance replacement item. If the defective item is not returned within the thirty (30) days, Buyer will be invoiced at list price for the advance replacement item using the provided purchase order number or if a credit card number was given in lieu of a purchase order then such credit card will be charged at that time. Replacement unit will be warranted for the remaining warranty period of the original item, and may be new or refurbished

In-Warranty Advance Replacement. Certain ADTRAN items, as listed on ADTRAN's website, may include advance replacement as a standard warranty entitlement. In these cases, if ADTRAN Technical Support determines that the in-warranty unit has failed, ADTRAN will provide an advance replacement (subject to product availability). ADTRAN will use commercially reasonable efforts to ship advance replacements on the same business day when determination of hardware failure has been made before 5:00 PM in the time zone from where the replacement will ship, otherwise it will be scheduled to ship on the next business day. Advance replacements will be scheduled for next business day (NBD) delivery for locations within the United States. Defective items must be returned within thirty (30) days of the ship date of the advance replacement item. If the defective item is not returned within thirty (30) days, Buyer will be invoiced or charged list price for the advance replacement item. Replacement item will be warranted for the remaining warranty period of the original item, and may be new or refurbished.

Repair. Buyer may request an RMA number for any item sold by ADTRAN and found by the Buyer to be defective. Such returns may be subject to fees including the following: (1) No Trouble Found (NTF) – fee applies to any item, in-warranty or out-of warranty, tested and found to have no defect or failure, (2) Out-of-Warranty service – fee applies to any item returned outside the warranty term, 3) Service fee – applies to any item returned in a condition which voids the warranty, and 4) Out-of-Warranty Repair – fee applies to any item returned outside the warranty term and repaired by ADTRAN. Buyer may return in-warranty ADTRAN items for repair with or without involving ADTRAN's Technical Support department. In cases where Buyer elects to return the item to ADTRAN for repair without involving Technical Support, a No Trouble Found (NTF) as specified on ADTRAN's website will be assessed if the item is found not to be defective, covering handling and testing costs. If ADTRAN Technical Support is involved in troubleshooting the issue and approves the item's replacement, the NTF fee may be waived. In either case, ADTRAN's Customer Care Center will issue a Return Material Authorization (RMA) Number after customer provides ADTRAN with a valid serial number of the defective item. In-warranty items found to be NTF, with voided warranty, or out-of-warranty will be returned to Buyer at Buyer's expense and applicable fees will be invoiced.

For all RMA returns, the RMA number must be written clearly on the package label and returned to the address supplied by ADTRAN. ADTRAN's RMA process and additional instructions concerning submitting a request for a RMA can be found at [http://adtran.com/web/page/portal/Adtran/wp\\_support\\_rma](http://adtran.com/web/page/portal/Adtran/wp_support_rma).

**NOTIFICATION TO BUYERS IN EUROPEAN UNION (“EU”) MEMBER COUNTRIES:** ADTRAN item codes contain a nomenclature that indicates compliance with the EU's RoHS Directive (2002/95/EC). Compliant item codes either have a suffix of “Ex” (i.e. E1, E2, etc.) or “Gx” (i.e. G1, G2, etc.), or “EC” in the 5<sup>th</sup> and 6<sup>th</sup> positions. Non-compliant versions of ADTRAN items are identified by the suffix “Lx” (i.e. L1, L2, etc.). In the event that Buyer must ship a **non-compliant** ADTRAN item outside of the EU for repair or warranty claims, Buyer is responsible to register the item with customs **PRIOR** to shipment. The EU RoHS directive **prohibits** the return shipment of non-compliant items into the EU unless such item has been pre-registered. Buyers can register the item via Buyer's selected freight forwarder or in-country customs agency. Failure to register the item for re-entry will prevent ADTRAN from returning the repair or replacement item to an EU destination, and shall void any such ADTRAN warranty. ADTRAN may, at its option, elect to provide a RoHS compliant version of the item at additional expense to the Buyer.

Additional information on ADTRAN's warranty may be found at <http://www.adtran.com/warranty>.