

Allied Telesis Asia Pacific Pte. Ltd. Warranty Policy

Allied Telesis Warranty Offering

Allied Telesis Product Warranty

Allied Telesis Asia Pacific Pte. Ltd. offers a Product Warranty for your purchase with Assured Warranty (effective February 1st, 2018) for all products purchased from an Approved Source. For the purpose of this Warranty Offering, an "Approved Source" means (a) Allied Telesis; or (b) A Distributor or Systems Integrator authorized by Allied Telesis Asia Pacific Pte. Ltd. to distribute/sell Allied Telesis hardware, software and services within your territory to end users; or (c) A Reseller authorized by any such Distributor or System Integrator in accordance with the terms of the distributor's agreement with Allied Telesis to distribute/sell the Allied Telesis hardware, software and services within your territory to end users.

90-Day Warranty

Allied Telesis Asia Pacific Pte. Ltd. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware and software product(s) ("Product") purchased from Allied Telesis or an Approved Source will be free from defects in materials and workmanship for a period of ninety (90) days from the date the Purchaser buys such Product.

Five-Year Warranty

Allied Telesis Asia Pacific Pte. Ltd. warrants solely to the end user purchaser ("Purchaser") that the Allied Telesis hardware product(s) ("Product") purchased from Allied Telesis or an Approved Source will be free from defects in materials and workmanship for a period of five (5) years from the date the Purchaser buys such Product.

Allied Telesis Warranty - Terms and Conditions

Allied Telesis Asia Pacific Pte. Ltd. (hereinafter, ATA) warrants that:

1. Starting from the date of shipment to the Customer (and in case of resale by Approved Source, commencing no later than ninety (90) days after original shipment from ATA) and for 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. ATA 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 ATA be liable for incidental or consequential damages, cost, or expenses arising out of or in connection with the performance of the product delivered hereunder. ATA 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 ATA 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 ATA and its suppliers under this limited warranty will be, at ATA'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 Allied Telesis website, or a refund of the purchase price, if and only if the Product is returned to ATA, freight and insurance prepaid. NO OTHER WARRANTIES, SUCH AS FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSED OR IMPLIED. ATA 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 ATA'S BEHALF.
 7. ATA's obligations hereunder are conditioned upon the return of affected Hardware in accordance with ATA'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 ATA for evaluation of said product(s) for repair or replacement. ATA 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). ATA 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

To return a defective product for warranty coverage, contact Allied Telesis' Customer Support for a return authorization number.

Limitations on Product Warranty

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

1. Altered by someone other than ATA or its authorized representative, OR
2. Not installed or not operated or not repaired or not maintained in accordance with instructions supplied by ATA; 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 ATA; OR
4. Licensed and/or loaned and/or provided for beta, evaluation, testing or demonstration purposes.

If ATA determines that customer is not using certified SFP module with ATA product, ATA 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 software modules; OR

2. Any Software not made publicly available by ATA; OR
3. Any Software that ATA expressly provides on an "AS IS" basis; OR
4. Any Software for which ATA 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 ATA, 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 Republic of Singapore, notwithstanding any conflicts of law provisions; and of the Republic of Singapore 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.