



## Warranty

**(a)** „Hardware: Seller warrants that new hardware Products furnished hereunder will be free from defects in material, workmanship and design for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of six (6) months from the date of shipment to Buyer or the remainder of the original warranty term for that particular Product, whichever is longer.

**(b)** „Software and Firmware: Unless otherwise provided in a Seller or third party licence, Seller warrants that standard software or firmware Products furnished hereunder, when used with Seller-specified hardware, will perform in accordance with published specifications prepared, approved, and issued by Seller for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be. Seller makes no representation or warranty, express or implied, that the operation of the software or firmware Products will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Buyer's intended use or requirements.

**(c)** „Non-Warranty Factory Remanufacture, Repair and Field Exchange: Seller warrants that non-warranty factory remanufactured or field exchanged hardware Products or repaired hardware Product components will be free from defects in material and workmanship for a period of one (1) year from the date of invoice from Seller or its appointed distributor, as the case may be. Repaired or replacement Products provided as a result of this warranty subparagraph are warranted for a period of thirty (30) days from the date of shipment to Buyer or the remainder of the original warranty term, whichever is longer.

**(d)** „Services: Seller warrants that Products comprised solely of services (e.g., training, on-site repair, engineering and custom application programming services) will be performed by appropriately skilled personnel employed or retained by Seller.

**(e)** „„Open Box” Products: Seller warrants that hardware Products sold as “Open Box” (e.g., customer and distributor returns, factory refurbished or reconditioned, etc.) will be free from defects in material and workmanship for a period of ninety (90) days from the date of invoice from Seller or its appointed distributor, as the case may be. “Open Box” Products, while serviceable, may not reflect the latest series or revision. Repaired or replacement Products provided as a result of this warranty subparagraph are similarly warranted for a period of thirty (30) days from the date of shipment to Buyer or the remainder of the original ninety-day warranty term for that particular Product, whichever is longer.

**(f)** „Buyer Specifications/Compatibility: Seller does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Any warranty applicable to such Buyer-specified items will be limited solely to the warranty, if any, extended by the original manufacturer or vendor directly or indirectly to Buyer. Seller does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer's application except to the extent expressly represented in Seller's published specifications or written quotation.

**(g)** „Recyclable Materials: In keeping with environmental policies and practices, Seller reserves the right to utilize in its product manufacturing, repair and remanufacturing processes certain recyclable materials (e.g., fasteners, plastics and the like) or remanufactured parts equivalent to new in performance or parts which may have been subject to incidental use. However, such utilisation will not affect any provided Product warranty or published reliability statistics.

**(h)** „Remedies: Remedies under the above warranties will be limited, at Seller's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the Products involved, and where applicable, only after the return of such Products pursuant to Seller's instructions. Replacement Products may be new, remanufactured, refurbished or reconditioned at Seller's discretion. Buyer requested on-site warranty service (consisting of time, travel and expenses related to such services) will be at Buyer's expense. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising therefrom.

**(i)** „General: Warranty satisfaction is available only if (a) Seller is provided prompt written notice of the warranty claim and (b) Seller's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification by other than Seller; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electromagnetic noise environment.

**(j)** „THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, OR PERFORMANCE OR APPLICATION WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. Rights under the above warranties (subject to noted limitations) extend to Buyer's customers if Buyer is a Seller-appointed distributor for the Products.

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