



Adtran

# Limited Warranty

Standard Terms



## Contents

<b>1. Limited Warranty .....</b>	<b>3</b>
1.1 Product Warranty .....	3
1.2. Product Warranty Remedies .....	3
1.3 Third Party Products.....	4
1.4 Service Warranty .....	4
1.5 Dead-On-Arrival (“DOA”).....	4
1.6 Warranty Exclusions.....	5

**1. Limited Warranty.** The following warranty terms are applicable to hardware products and software products (collectively “Products”) and services sold by Adtran Holdings, Inc. and its subsidiaries (collectively “SUPPLIER”) and delivered under the CUSTOMER’s purchase order. The warranties are provided by SUPPLIER only, and all warranted services must be obtained through SUPPLIER. SUPPLIER does not provide any additional warranties not expressly described below. The warranties extend only to the CUSTOMER and are not transferable. The warranties as set forth herein shall collectively be referred to as “Warranty”.

1.1 Product Warranty. SUPPLIER warrants that the Products will, when delivered, substantially conform to their functional specifications and will be free from defects in workmanship or material under normal use during the warranty period. Any non-conformance as described herein is limited solely to the Warranty.

1.1.1 Hardware: All SUPPLIER hardware Products have a twelve (12) month hardware warranty period from the date of shipment, except the Products noted below:

- Products in the Oscilloquartz (“OSA”) family have a twenty-four (24) month hardware warranty period from the date of shipment. If the OSA Product contains a cesium tube, the following additional Warranty provisions apply to the cesium tube only: (a) for OSA 3230B ePRC Products, the cesium tube has a degressive warranty of eight (8) years from the date of shipment; and (b) for OSA 3030B/3230B/3235B OSA/3300 High Performance (HP)/3350 ePRC+ Products, the cesium tube has a degressive warranty of ten (10) years from the date of shipment.
  - Degressive Warranty. Subject to the foregoing degressive Warranty period, CUSTOMER’s sole and exclusive remedy, and the entire liability of SUPPLIER will be, at SUPPLIER’s option, to either provide a replacement or a credit (towards the purchase of a new cesium tube) for the unused portion of the Warranty period calculated based on a straight-line depreciation of the original invoiced purchase price of such Product.
- Eligible NetVanta Enterprise switches and Enterprise Wi-Fi Access Point Products have a limited lifetime Warranty period.
  - Limited Lifetime Warranty. Subject to the foregoing limited lifetime Warranty period with respect to eligible Netvanta Switches and Enterprise Wi-Fi Access Points for the sole benefit of CUSTOMER, in addition to Product Warranty Remedies as described in Section 1.2, if the in-warranty unit has failed and the unit is still currently produced, SUPPLIER will use commercially reasonable efforts to ship a replacement next business day after the defective unit has been returned by CUSTOMER in accordance with Section 1.2.2 and received by SUPPLIER. In the event a Product under this limited lifetime Warranty is discontinued by SUPPLIER, the Warranty period is limited to its announced End of Life (“EoL”) date.

1.1.2 Software: All SUPPLIER software Products have a ninety (90) day warranty period from the date of shipment. All software Product updates, upgrades, and new releases are provided “AS IS” without any Warranty.

1.2. Product Warranty Remedies. Subject to Section 1.1, CUSTOMER’s sole and exclusive remedy and the entire liability of SUPPLIER under this limited Warranty will be, at SUPPLIER’s option, either to repair or replace the non-conforming Product(s) under Warranty. In the unlikely event SUPPLIER is unable to correct the non-conformance in accordance with the foregoing, SUPPLIER shall take back the Product against credit. Hardware Products and spare parts may be refurbished.

SUPPLIER’s obligations under this limited Warranty are conditioned upon CUSTOMER’s prompt written notification to SUPPLIER of the non-conformance under the Warranty. SUPPLIER shall have the right to inspect at CUSTOMER’s facility any hardware Product(s) claimed to have a non-conformance under the Warranty.

All replaced or repaired hardware Products shall be warranted for the longer of ninety (90) days or the remaining Warranty period for the Products being replaced or repaired. The ninety (90) day period covers only the actual repair(s) made to the Product and is exclusive of potential non-related faults that may occur during the ninety (90) day period.

**1.2.1 In-Warranty Returns / Fees.** For Products under Warranty, SUPPLIER shall cover the costs of examination, repair or replacement, and shipping and insurance to return such Products to CUSTOMER, unless SUPPLIER demonstrates that a returned Product is in conformance with its Warranty, in which CUSTOMER will cover these costs. Expedited shipment at the request of the CUSTOMER is at CUSTOMER's cost. If SUPPLIER tested the Product and demonstrates that a returned Product is in conformance with its Warranty (No Fault Found – “NFF”), or any such non-conformance has been caused by any of the Warranty exclusions under Section 1.6, CUSTOMER will be charged an NFF-Fee in accordance with SUPPLIER's then-current pricelist.

**1.2.2 Return Material Authorization (“RMA”) Shipping.** CUSTOMER shall, at its expense, return the affected hardware Product, adequately packaged, shipped, insured and in accordance with SUPPLIER's then-current return instructions within its RMA procedure. All returned hardware Products must be accompanied by an RMA number. In the event SUPPLIER ships a replacement Product under the Warranty, the Product returned under RMA shall become the property of SUPPLIER.

**1.3 Third Party Products.** The limited Warranty herein solely applies to SUPPLIER's Products. SUPPLIER provides all third party products on an “AS-IS” basis without warranties of any kind. SUPPLIER will pass through, to the extent permitted, the manufacturer's and/or licensor's warranties and CUSTOMER shall look solely to such manufacturer or licensor for warranty claims.

**1.4 Service Warranty.** Services delivered by SUPPLIER will, at the time of delivery, reasonably conform to industry standards and to the applicable service description or statement of work as mutually agreed in writing by the parties (the “Service Warranty”).

**1.4.1 Service Warranty Period.** The Service Warranty period shall be thirty (30) days and will commence upon delivery of the services.

**1.4.2 Service Warranty Remedies.** CUSTOMER's sole and exclusive remedy and the entire liability of SUPPLIER under this Service Warranty will be, at SUPPLIER's option, to correct the non-conforming services under the Service Warranty or, if SUPPLIER is unable to correct such non-conforming services, to credit the respective services fee.

**1.5 Dead-On-Arrival (“DOA”).** Dead on Arrival refers to a Product that does not operate upon delivery. A DOA determination could apply to any Product that upon installation does not function or fails upon initial power-up. Product purchased from SUPPLIER will not be considered DOA if more than ninety (90) days have passed since it shipped from SUPPLIER.

Subject to Product availability, for any Product found to be DOA, SUPPLIER will use commercially reasonable efforts to ship a replacement Product the next business day to CUSTOMER.

CUSTOMER agrees to return a DOA Product to SUPPLIER within thirty (30) days of the ship date of the replacement hardware in accordance with Section 1.2.2 above. If the defective DOA hardware is not returned within thirty (30) days, CUSTOMER agrees to pay the then-current list price for the replacement hardware immediately following the receipt of an invoice pursuant to the applicable purchase order. Any replacement Product will be warranted for the remaining warranty period of the original Product and may be new or refurbished.

**1.6 Warranty Exclusions.** CUSTOMER may not assign warranties, rights or claims to third parties. The warranties do not apply if the Product(s): (i) have not been used in accordance with their documentation; (ii) have been used with non-SUPPLIER product(s) or software not specifically authorized in writing by SUPPLIER; (iii) contain modifications made by a party other than SUPPLIER; (iv) have not been installed, operated, repaired, or maintained by SUPPLIER or in accordance with instructions supplied to CUSTOMER; (v) have been subjected to unfavorable environmental conditions, misuse, negligence, damage, or accident; (vi) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which SUPPLIER does not receive a payment of a purchase price or license fee. In addition, the warranties do not apply if the non-conformance is caused by or resulting from failure to permit SUPPLIER timely access, remote or otherwise, to SUPPLIER Products if requested by SUPPLIER; or if CUSTOMER fails to implement all new updates to software Products as instructed by SUPPLIER.

Services, including those related to Product or Service Warranties, may not be performed if SUPPLIER reasonably believes that the conditions at CUSTOMER's site represent a safety or health risk.

FOR THE AVOIDANCE OF DOUBT, CUSTOMER MUST STRICTLY FOLLOW THE DOCUMENTATION AND INSTRUCTIONS PROVIDED BY SUPPLIER FOR ALL PRODUCTS CONTAINING A CESIUM TUBE. THIS DOCUMENTATION AND THESE INSTRUCTIONS INCLUDE, BUT ARE NOT LIMITED TO: (i) PROPER POWER UP UPON RECEIPT; (ii) PROPER POWER UP EVERY SIXTY (60) DAYS; AND (iii) PROPER ELECTRO-STATIC SENSITIVE DEVICE HANDLING. IN THE EVENT CUSTOMER DOES NOT ADHERE TO THE REQUIREMENTS OF ALL SUCH DOCUMENTATION AND INSTRUCTIONS, THE WARRANTY OF SUCH PRODUCT SHALL BE VOIDED IN ITS ENTIRETY.

SUPPLIER DOES NOT WARRANT THAT THE PRODUCTS' PERFORMANCE WILL BE ERROR-FREE OR THAT THEIR USE WILL BE UNINTERRUPTED. CUSTOMER IS RESPONSIBLE FOR ENSURING THAT BACK-UP COPIES OF ALL CUSTOMER SOFTWARE AND DATA ARE MADE.

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, SUPPLIER ASSUMES NO RESPONSIBILITY OR PROVIDES NO WARRANTY FOR THE SIZING, SPECIFIC CONFIGURATION, FUNCTIONALITY OR PERFORMANCE OF AN INTEGRATED SYSTEM, OR ANY COMPATIBILITY OR INTEROPERABILITY.

SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING THOSE RELATED TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED UNDER APPLICABLE LAW AND NON-INFRINGEMENT OF ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS OR ANY OTHER MATTER.

For information on other services offered by SUPPLIER, please visit the SUPPLIER website at [www.adtran.com](http://www.adtran.com).