



## U. S. and Canada Carrier Networks Warranty

**This warranty shall apply to items sold by ADTRAN and supplied to Buyer for use within the United States and Canada. Items sold by ADTRAN and supplied to Buyer for use in locations outside the United States and Canada are subject to the terms of the "International Warranty and International Repair and Return Procedure."**

**WARRANTY:** During the warranty period and subject to the limitations herein, ADTRAN warrants that items sold by ADTRAN and supplied under Buyer's order for use within the United States and Canada shall be free from defects in materials and workmanship and will conform to applicable specifications and drawings. 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 after delivery by ADTRAN of such items to Buyer. ADTRAN shall have the right prior to return to inspect at Buyer's plant any items claimed to be defective or nonconforming.

**WARRANTY PERIOD:** Except as noted below, the warranty period for Carrier Networks items sold by ADTRAN and supplied under Buyer's orders for use in the United States or Canada is ten (10) years from date of shipment from ADTRAN. The exceptions to the ten-year U.S. and Canada Carrier Networks Warranty Period are as follows:

1. Wireless product: five (5) years.
2. OSP DSLAMS: five (5) years.
3. Encapsulated U-Repeater and Encapsulated DDS Repeater: two (2) years.
4. All other repeaters and Outside Plant Equipment: five (5) years.
5. Total Access Fan Modules: five (5) years.
6. Customer Premises Equipment: five (5) years.
7. M/C and E-Series RPR product: one (1) year.
8. XFP and SFP Pluggable Modules: one (1) year.
9. Optical Networking Equipment: five (5) years.
10. Items not manufactured by ADTRAN will carry the remaining warranty and related terms and conditions of the original manufacturer.
11. All Software (including but not limited to EMS and LMS): limited ninety (90) day warranty subject to 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:** 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.

**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.

**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 unit 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 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 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.

## **SUPPORT AND RMA INFORMATION**

### Presales Inquiries:

Please contact ADTRAN Sales:

· Sales - (800) 827-0807

### Post-Sale Support:

Please contact ADTRAN Technical Support and have the unit serial number available.

· Technical Support - (800) 726-8663

### Repair and Return:

If ADTRAN Technical Support determines that a repair is needed, Technical Support will coordinate with the Buyer and Product Service Department (CAPS) to issue a Return Material Authorization (RMA) number. Buyer must supply a valid Product serial number prior to ADTRAN providing the required RMA number. In-warranty items returned for repair but found not to be defective (i.e., no trouble found), shall be subject to a US\$75 handling and testing charge. In-warranty items found to be NTF will be returned to Buyer at Buyer's expense. .

Any charges should be verified by the Buyer at time of RMA issuance, prior to returning the item. Contact CAPS directly at the following number:

· CAPS Department - (256) 963-6054

When returning the item to ADTRAN, identify the RMA number clearly on the package label (beneath the address) as illustrated below. Return the item to the following address unless an alternate address is given by ADTRAN when the RMA number is issued:

ADTRAN, Inc.  
CAPS Dept.  
901 Explorer Boulevard  
Huntsville, Alabama 35806-2807

RMA# \_\_\_\_\_