



**U.S. And Canada
ADTRAN Limited Lifetime Warranty**

This warranty shall apply to items sold by ADTRAN which are designated by ADTRAN to have a Limited Lifetime Hardware Warranty, and supplied to Buyer for use within the United States and Canada.

WARRANTY PERIOD: Subject to the limitations herein, the warranty period for the hardware product to which this limited lifetime warranty applies (including its power supplies and fans) shall be for as long as the original end user purchaser continues to own the product. In the event that the product is discontinued by ADTRAN, the ADTRAN warranty period is limited to five years from the effective date of discontinuance.

WARRANTY: During the warranty period stated herein and subject to the limitations herein, ADTRAN warrants that items manufactured 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.

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. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer.

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

SHIPPING: The cost of shipping the item from Buyer's facility back to ADTRAN shall be paid by the Buyer. The cost of shipping the item from ADTRAN back to the Buyer 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 return express shipping shall be paid by the Buyer.

OUT OF WARRANTY: In-warranty repair will be made at no charge to Buyer provided that reason for failure is not excluded under Warranty Restrictions herein. The cost of out-of-warranty repair, including return shipment, is subject to a charge as quoted by ADTRAN. Buyer's acceptance of these charges is necessary before repairs will be made. The cost of the repair and return shipment will be invoiced to Buyer. The return shipment of the item will be made using the most economical shipment means available. At the request of the Buyer, ADTRAN will utilize other means of express shipment in which case the additional cost of return using express shipping shall also be paid by 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 item 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 obligations or liability to make the same changes in items previously manufactured.

DATA RIGHTS: Rights to any intellectual property residing in the item 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.

PRODUCT SUPPORT AND RMA INFORMATION

PRESALES INQUIRIES AND APPLICATIONS SUPPORT

Please contact ADTRAN Applications Engineering or ADTRAN Sales:

- Applications Engineering - (800) 615-1176
- Sales - (800) 827-0807

POST-SALE SUPPORT

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

- Technical Support - (888) 423-8726

REPAIR AND RETURN: If ADTRAN Technical Support determines that a repair/replacement is needed, Technical Support will coordinate with the Customer and Product Service (CAPS) Department to issue a Return Material Authorization (RMA) number. Buyer must supply a valid item serial number prior to ADTRAN providing the requested RMA number.

For the duration of Warranty, ADTRAN will provide advance replacements for hardware found to be defective (subject to product availability). ADTRAN will use commercially reasonable efforts to ship advance replacement units on the same business day when determination of hardware failure has been made before 5:00 PM Central time, otherwise product will be scheduled to ship on the next business day. Advance replacement product will be scheduled for next business day (NBD) delivery for locations within the United States. A purchase order number or credit card number is required in order for advance replacements to be shipped.

Defective unit must be returned within 30 days of the date of shipment of advance replacement unit. Buyer may be notified by letter or email within 15 days from date of advance replacement shipment to return the defective unit. If the defective unit is not returned within the 30 days, Buyer will be invoiced at list price for the advanced replacement unit 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 products.

In-warranty item returned for repair but found not to be defective (i.e., no trouble found), shall be subject to a processing fee of US \$75.

Any charges should be verified by the Buyer at time of RMA issuance prior to returning the item. Out-of-warranty repairs will be made at a nominal cost based, in part, on the selling price of the product. For information regarding item currently in-house or possible fees associated with repair, contact CAPS directly at the following number:

CAPS Department - (256) 963-6054

When returning 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 # _____