



**U. S. and Canada
Enterprise Networks 5 Year 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 PERIOD: ADTRAN warrants the item for a period of five (5) years from the date of shipment.

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 discretion, 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 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. Buyer's acceptance of these charges is necessary before repairs will be made and 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 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 items by Buyer, other than that specifically authorized 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 as set forth in Warranty paragraph above 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 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 is needed, Technical Support will coordinate with the Buyer and Product Service (CAPS) Department to issue a Return Material Authorization (RMA) number. Buyer must supply a valid 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.

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 Blvd.
Huntsville, AL 35806-2807
RMA # _____