



## Warranty

The following warranty terms are applicable to hardware, software, and services (collectively, “Products”) sold by Adtran, Inc. and its affiliates (collectively “Adtran”) and supplied under the Buyer’s order. The warranties are provided by Adtran only, and all warranty services must be obtained through Adtran. Adtran does not provide any additional warranties not expressly described below. The warranties extend only to the original end customer and are not transferable.

### HARDWARE

**HARDWARE WARRANTY:** During the warranty period and subject to the limitations herein, Adtran warrants that hardware (i) shall be free from defects in materials and workmanship, and (ii) will conform to applicable published specifications. Adtran’s liability for breach of hardware warranty shall be limited to replacement or repair at Adtran’s election of any defective or nonconforming hardware, provided that this warranty shall apply only where Buyer has given Adtran written notice of such defects or nonconformity within the applicable warranty period. Adtran shall have the right prior to return or replacement to inspect at Buyer’s facility any hardware claimed to be defective or nonconforming.

**HARDWARE WARRANTY PERIOD:** The warranty period applicable to Adtran hardware may be viewed (i) at [www.adtran.com](http://www.adtran.com) on the warranty information page, or (ii) in the description of the item or offering. All warranty periods begin on date of shipment from Adtran.

**HARDWARE 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 set forth below.

**WARRANTY FOR REPAIRED HARDWARE:** Repair work performed on in-warranty hardware is warranted for the remainder of the original warranty period or six (6) months, whichever is greater. This six (6) month period covers only the actual repair(s) made to the hardware and is exclusive of potential non-related faults that may occur during the six (6) month period.

The warranty period for repair work performed on out-of-warranty hardware is three (3) months from the date of shipment from Adtran and covers only the actual repair(s) made to the hardware and is exclusive of potential non-related faults that may occur during the three (3) month period.

**HARDWARE RETURN MATERIAL AUTHORIZATION:** Return authorization and a return material authorization (“RMA”) number must be obtained from Adtran prior to return of any hardware for repair. All hardware returned to Adtran must be accompanied by an RMA number.



## **HARDWARE SHIPPING:**

United States and Canada. The cost of shipping hardware from Buyer's facility back to Adtran shall be paid by the Buyer. The cost of shipping in-warranty repaired or replaced hardware from Adtran back to the Buyer by surface carrier shall be paid by Adtran. Express shipment at the request of the Buyer is at Buyer's cost. In the case of a DOA (see "Dead on Arrival" section below), the cost of shipping the defective hardware back to Adtran and the cost of shipping the replacement hardware to Buyer is paid by Adtran.

Outside of the United States and Canada. The Buyer shall pay the cost of shipping hardware from Buyer's facility to an Adtran designated Adtran Repair Depot. Adtran will return in-warranty repaired or replacement hardware to Buyer's named placed Delivered Duty Paid ("DDP" INCOTERMS 2020) excluding Value Added Tax ("VAT"), meaning that Adtran will pay all costs, excluding VAT in bringing the hardware to the destination. In the case of a DOA (see "Dead on Arrival" section below), the cost of shipping the defective hardware to the designated repair depot and the cost of shipping the replacement hardware to Buyer, excluding VAT, is paid by Adtran.

**DEAD-ON-ARRIVAL ("DOA"):** Dead on Arrival refers to hardware that does not operate upon delivery. A DOA determination could apply to any hardware that, upon installation, does not technically work or fails at initial power-up. Hardware purchased directly from Adtran will not be considered DOA if more than sixty (60) days have passed since it shipped from Adtran. Hardware purchased from Adtran authorized resellers will not be considered DOA if more than forty-five (45) days have passed since the hardware was purchased from the reseller, as evidenced by written records provided by the Buyer. Adtran's policy for DOA hardware installed by Adtran is specified in the applicable Adtran Installation Description of Service Offering.

For hardware determined by Adtran Customer Service to be DOA, Adtran will provide advance replacements (subject to product availability) in accordance with this DOA policy and Adtran's RMA process described herein. Adtran will use commercially reasonable efforts to ship advance replacements on the same business day when determination of hardware failure has been made before 5:00 PM in the time zone from where the replacement will ship; otherwise it will be scheduled to ship on the next business day. Advance replacements will be scheduled for next business day (NBD) delivery for locations within the United States. Buyer must return defective hardware within thirty (30) days of the date of shipment of advance replacement hardware to Buyer. If the defective hardware is not returned within the thirty (30) days, Buyer agrees to pay list price for the advance replacement hardware immediately following the receipt of an invoice therefor either by using the provided purchase order number or if a credit card number was given in lieu of a purchase order, then Buyer authorizes Adtran to charge the list price to the credit card on file. Replacement units will be warranted for the remaining warranty period of the original hardware and may be new or refurbished.



**IN-WARRANTY ADVANCE REPLACEMENT:** Certain Adtran hardware, as listed in Adtran’s published documentation, may include advance replacement as a standard warranty entitlement. In these cases, if Adtran Customer Service determines that the in-warranty unit has failed and the unit is still in production, then Adtran will provide an advance replacement (subject to product availability). Adtran will use commercially reasonable efforts to ship advance replacements on the same business day when determination of hardware failure has been made before 5:00 PM in the time zone from where the replacement will ship, otherwise it will be scheduled to ship on the next business day. Advance replacements will be scheduled for next business day (NBD) delivery for locations within the United States. Buyer agrees to return defective hardware to Adtran within thirty (30) days of the ship date of the advance replacement hardware. If the defective hardware is not returned within thirty (30) days, Buyer agrees to pay list price for the advance replacement hardware immediately following the receipt of an invoice therefor, either pursuant to the provided purchase order number or if a credit card number was given in lieu of a purchase order, then Buyer authorizes Adtran to charge the list price to the credit card on file. Replacement hardware will be warranted for the remaining warranty period of the original hardware and may be new or refurbished.

**REPAIR:** Buyer may request an RMA number for hardware sold by Adtran and found by the Buyer to be defective. Such returns may be subject to fees including the following: (1) No Trouble Found (NTF) – fee applies to any hardware tested and found to have no defect or failure; (2) Service fee – applies to any hardware returned in a condition which voids the warranty; and (3) Non-return fee – applies to any hardware for which an advance replacement was shipped to the Buyer but the defective hardware was not returned to Adtran. A Return Material Authorization (RMA) Number may be obtained from the Adtran website and requires a valid serial number of the defective hardware and a purchase order number for any potential fees. In-warranty hardware found to be NTF, with voided warranty, or out-of-warranty will be returned to Buyer at Buyer’s expense and applicable fees will be invoiced. For all RMA returns, the RMA number must be written clearly on the package label and returned to the address supplied by Adtran. Adtran’s RMA process and additional instructions concerning submitting a request for a RMA can be found at [www.adtran.com](http://www.adtran.com) on the warranty page.

## **SOFTWARE**

**END USER LICENSE AGREEMENT.** Your use of Adtran software is subject to the applicable Adtran End User License Agreement at [www.adtran.com/eula](http://www.adtran.com/eula) (“EULA”), unless otherwise expressly provided by Adtran. In the event of a conflict between the terms of this Warranty and the EULA, the EULA shall govern.

**SOFTWARE WARRANTY:** Adtran warrants that Adtran software will conform to applicable published documentation. Adtran does not warrant that operation of software will be uninterrupted or error-free, or that functions contained in software will operate to



meet Buyer's requirements. Adtran's liability for breach of warranty shall be limited to the terms of the applicable EULA.

**SOFTWARE WARRANTY PERIOD:** The warranty period applicable to Adtran software is subject to the applicable EULA.

**SOFTWARE UPDATE CHARGES:** In-warranty updates will be made at no-charge to Buyer provided that the reason for failure is not one of the exclusions set forth in the EULA.

## **SERVICES**

**SERVICES WARRANTY:** Adtran warrants that services provided by Adtran shall be performed in a workmanlike manner consistent with industry standards and will conform to applicable specifications upon installation. Buyer's sole and exclusive remedy for breach of this warranty shall be re-performance of the services.

**SERVICES WARRANTY PERIOD:** The service warranty period shall begin on the date the services are delivered by Adtran, in Adtran's discretion, and shall continue for thirty (30) days, unless such shorter or longer period is set forth (i) in the applicable description of services offering available at [www.adtran.com](http://www.adtran.com), or (ii) in a mutually agreed statement of work or contract between Adtran and Buyer.

## **LIMITATIONS AND RESTRICTIONS**

**REMEDY AND LIABILITY:** The foregoing warranties constitute 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 indirect, 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 Products.

**WARRANTY RESTRICTIONS:** The warranties do not extend to any damages, malfunctions, or non-conformities caused by or resulting from (i) use of the Products in violation of the license granted by Adtran or in a manner inconsistent with applicable specifications; (ii) from exposure of the Product to abnormal physical or electrical stress, environmental damage such as lightning damage, water or any other form of foreign liquid intrusion, truncating interface cables, or smoke damage; (iii) excessive Product cosmetic damage; (iv) use of non-Adtran furnished equipment or software, other than that specifically authorized in writing



by Adtran; (v) failure to follow installation, operation, or maintenance instructions; (vi) failure to permit Adtran timely access, remote or otherwise, to Products if requested by Adtran; or (vii) failure to implement all new updates to software as instructed by Adtran. Warranties do not extend to Products that have been altered, serviced, or modified by a party other than Adtran. Any action that constitutes a warranty restriction shall VOID AND NULLIFY, in its entirety, all warranty rights set forth in this Warranty.

**PRODUCTS FROM THIRD PARTIES:** When Adtran is the reseller of the Products (“Third-Party Products”), the Third-Party Products that are sold are subject to the third-party provider’s warranty. Adtran provides Third-Party Products on an “AS-IS” basis without warranties of any kind unless Adtran specifies otherwise. Such Third-Party Products may carry their own warranties, and Adtran shall pass through to end user any such warranties to the extent authorized. Buyers shall exercise all warranty with the third-party provider.

**ENGINEERING UPDATES:** Adtran reserves the right to upgrade and modify Products 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 Products previously manufactured and/or delivered by Adtran.

**DATA RIGHTS:** Rights to any intellectual property residing in the Products 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 Products or any data thereof without the prior written consent of Adtran.

**NOTIFICATION TO BUYERS IN EUROPEAN UNION (“EU”) MEMBER COUNTRIES:** Adtran hardware codes contain a nomenclature that indicates compliance with the EU’s RoHS Directive (2002/95/EC). Compliant hardware codes either have a suffix of “Ex” (i.e. E1, E2, etc.), “Fx” (i.e. F1, F2, etc.), “Gx” (i.e. G1, G2, etc.), or “EC” in the 5th and 6th positions. Non-compliant versions of Adtran hardware are identified by the suffix “Lx” (i.e. L1, L2, etc.). In the event that Buyer must ship a non-compliant Adtran hardware outside of the EU for repair or warranty claims, Buyer is responsible to register the hardware with customs PRIOR to shipment. The EU RoHS directive prohibits the return shipment of non-compliant hardware into the EU unless such hardware has been pre-registered. Buyers can register the hardware via Buyer’s selected freight forwarder or in-country customs agency. Failure to register the hardware for re-entry will prevent Adtran from returning the repair or replacement hardware to an EU destination and shall void any such Adtran warranty. Adtran may, at its option, elect to provide a RoHS compliant version of the hardware at additional expense to the Buyer.

**For information on other services offered by Adtran, including out-of-warranty repair, please visit the Adtran website at [www.adtran.com](http://www.adtran.com).**