

# H Standard Warranty

## Hardware

Alcatel warrants its hardware products to be free from defects in workmanship and materials, under normal use and service by the original owner, for the following lengths of time from the date of purchase from Alcatel or its Authorized Reseller.

OmniCore 5052 routing switch	1 year
OmniCore 5022 routing switch	1 year

If a product does not operate as warranted during the applicable warranty period, Alcatel shall, at its option and expense, repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Alcatel. Replacement products may be new or reconditioned. Any replaced or repaired product or part has a ninety (90) day warranty or the remainder of the initial warranty period, whichever is longer. Alcatel shall not be responsible for any software, firmware, information, markings or memory data of Customer contained in, stored on, or integrated with any products returned to Alcatel pursuant to any warranty.

## Software

Alcatel warrants that the software programs licensed from it will perform in substantial conformance to the program specifications therefor for a period of ninety (90) days from the date of purchase from Alcatel or its Authorized Reseller. Alcatel warrants the magnetic media containing software against failure during the warranty period. Software updates are not provided under Alcatel' Standard Warranty. Alcatel' sole obligation hereunder shall be (at Alcatel' discretion) to refund the purchase price paid by Customer for any defective software products, or to replace any defective media with software which substantially conforms to Alcatel' applicable published specifications. Customer assumes responsibility for the selection of the appropriate applications program and associated reference materials. Alcatel makes no warranty that its software products will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected. For any third party products listed in the Alcatel' software product documentation or specifications as being compatible, Alcatel will make reasonable efforts to provide compatibility, except where the non-compatibility is caused by a "bug" or defect in the third party's product.

## Standard Service

Standard warranty service for hardware products may be obtained by delivering the defective product, accompanied by a copy of the dated proof of purchase, to Alcatel' Corporate Service Center or to an Authorized Alcatel Service Center during the applicable warranty period. Standard warranty service for software products may be obtained by telephoning Alcatel' Corporate Service Center or an Authorized Alcatel Service Center, within the warranty period. Products returned to Alcatel' Corporate Service Center must be pre-authorized by Alcatel with a Return Material Authorization (RMA) number marked on the outside of the package, and sent prepaid, insured, and packaged appropriately for safe shipment. The repaired or replaced item will be shipped to Customer, at Alcatel' expense, not later than fifteen (15) days after receipt by Alcatel.

## Dead On Arrival (DOA) Service

Replacement of inoperative units within two (2) days may be arranged for units which fail within the first thirty (30) days from initial installation. Customers experiencing a DOA should contact Alcatel' Corporate Service Center or an Authorized Alcatel Service Center immediately to arrange for delivery of a replacement unit and obtain an RMA for the original unit. The original unit must be returned to Alcatel immediately upon receipt of the replacement unit, insured, and packaged in the packaging provided by Alcatel. Product not received by Alcatel within 15 days of delivery of a replacement unit will be invoiced at the full List Price.

## Warranties Exclusive

IF AN ALCATEL PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT Alcatel' OPTION AND SUBJECT TO CUSTOMER'S RETURN OF THE PRODUCT WITHIN THE APPLICABLE WARRANTY PERIOD. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, THERE IS NO WARRANTY OF TITLE, AUTHORITY OR NON-INFRINGEMENT IN THE PRODUCT. Alcatel NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. Alcatel SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PARTY'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

## Limitation of Liability

IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) SHALL ALCATEL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF ALCATEL OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not allow the exclusion of implied warranties or the limitation of incidental or consequential damages for consumer products, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights which may vary from jurisdiction to jurisdiction.

## Governing Law

This Limited Warranty shall be governed by the laws of the state of Washington.