

NVT Phybridge Warranty

WARRANTY: During the warranty period and subject to the limitations set out in this document, NVT Phybridge warrants that the product conforms to the applicable published product specifications and is free of defects. The end-user is responsible to maintain environmental conditions as indicated in the product documentation. NVT Phybridge is not responsible for environmental damage such as caused by acts of god or negligence such as: water, lightning strikes, fire, civil unrest, etc.

In the event that any product is damaged, altered or modified without the express written consent of NVT Phybridge, any warranty for those products will cease and NVT Phybridge will have no further liability as it pertains to those products. NVT Phybridge assumes no responsibility for damages or penalties incurred resulting from the use of this product in a manner or location other than for which it is intended.

Replacing or repairing any part or parts which do not conform to the applicable warranty under normal and proper use shall discharge NVT Phybridge's liability under any warranties. NVT Phybridge's liability with respect to any product shall not exceed a refund of the price received by NVT Phybridge for that product, and in no event shall NVT Phybridge have any liability for any incidental, consequential, special or indirect damages.

There shall be no other warranties, express, statutory or otherwise, including any implied warranty of merchantability of fitness or any other obligation on the part of NVT Phybridge with respect to any of the products.

The Warranty covers the original end user and is not transferable. NVT Phybridge reserves the right to refund the purchase price as its exclusive warranty remedy. Unless otherwise indicated, the warranty does not apply to accessories or other consumable items such as cables or brackets.

WARRANTY PERIOD: The warranty period commences on the date of purchase. Chariot Series managed switches include a one-year warranty, unmanaged switches and adapters include a 5 year warranty. Other warranties are as declared in the product documentation. If the end-user does not register on-line and/or does not have a copy of the original invoice, NVT Phybridge reserves the right to declare the purchase date based on the product(s) serial number(s) and/or related product records.

ADDITIONAL WARRANTY COVERAGE: NVT Phybridge offers end-users additional coverage beyond the standard term. All additional warranties are subject to the same requirements and limitations as the standard term. If warranty coverage has expired, the original end-user may extend coverage by paying for all prior missed warranty periods and the current period. NVT Phybridge reserves the right to not extend coverage for reasons of End-of-Life product cycle or any other reason at its discretion.

LIMITED LIFETIME WARRANTY: NVT Phybridge acknowledges that some of its Product is sold with a Limited Lifetime Warranty coverage while, in the case other Product not sold with a Limited Lifetime Warranty, the customer may be able to purchase Limited Lifetime Warranty coverage. A Limited Lifetime Warranty means that the same one-year standard warranty on the Product is provided for the life of the Product, which coverage ceases 5 years after NVT Phybridge has issued an End-of-Life notification for such Product.

SOFTWARE

Software is provided "as is," and in no event does NVT Phybridge warrant that the software is error free or that end user will be able to operate the software without problems or interruptions.

NVT Phybridge supports the current release of firmware and/or software and the previous release. However, Technical Support may determine the sole remedy is to require the end-user to upgrade to the current product firmware and/or software release.

End-user is entitled to all software and firmware updates that are released and obtained within the applicable warranty period. It is the end user's responsibility to obtain and install any and all applicable software updates in response to NVT Phybridge email and/or website announcements.

TECHNICAL SUPPORT

Technical support is only available to original end-users with products covered under an active warranty period (*see above*). Technical Support services include such remote activities as; setup, installation, configuration, troubleshooting, and software updates.

1st level support is provided by the Point-of-Sale (POS) partner or agent. Strategic Accounts may elect to have internal resources complete the NVT Phybridge technical certification to receive and manage 1st level support. A ticket may then be registered with NVT Phybridge Technical Support for 2nd or 3rd level support. End user name, location, and product serial numbers are required as part of registering a ticket.

NVT Phybridge may ask the end-user (or their agent) to provide relevant product and topology information, start diagnostic tools, and perform other supporting activities. It is the End User's responsibility to maintain a backup copy of all settings and data. Routine backups are recommended.

TECHNICAL SUPPORT LIMITATIONS:

At NVT Phybridge's discretion, service will be provided using remote diagnosis and support or other service delivery methods. Other service delivery methods, in lieu of shipping a replacement product, may include the overnight shipment of parts specified by NVT Phybridge as end user replaceable; for example, a swappable power supply. NVT Phybridge will determine the appropriate delivery method required. Services excluded from this exchange service include, but are not limited to, the following:

- Diagnosis or maintenance at the end user site. If onsite diagnosis or maintenance is required, end user will be referred to an authorized NVT Phybridge partner in their area.
- Set-up and installation of the replacement product at the end user site.
- Recovery and/or restoration of the system settings, other software, and data.
- Troubleshooting for interconnectivity or compatibility problems.
- Services required due to failure of end user to incorporate any system fix, repair, patch, or modification provided to the end user by NVT Phybridge.
- Services required due to failure of the end user to take avoidance action previously advised by NVT Phybridge.
- User preventative maintenance.
- Return shipping for defective product, with exceptions occurring for products installed within 90 days of purchase.

RETURN MATERIAL AUTHORIZATION (RMA):

Advanced replacement of a failed product is provided under the standard one-year warranty coverage subject to availability. NVT Phybridge or its service center will use commercially reasonable efforts to ship a replacement part within 48hrs of completing a ticket and establishing the warranty is valid and active. Actual delivery times of replacement products might vary depending on end user location. At NVT Phybridge's discretion, replacement parts may be new or functionally equivalent to new.

End-users must return the failed product within 3 business days of receipt of the advanced replacement unit. The end-user (or their agent) must acknowledge receipt of replacement product by signing freight carrier air bill at time of delivery. Packaging instructions for the return of the failed product will be either be provided in the replacement product shipping container or through electronic communication with technical support. Shipping charges for the return of failed product are the responsibility of the end-user except where; a) a valid RMA request occurs within 90 days of purchase.

If NVT Phybridge does not receive the failed product within 10 business days of the end user's receipt of the replacement product, end user (or their agent) will be charged the product's list price, less any applicable discounts.

The end user is responsible for installing end user replaceable parts and replacement units delivered by courier, in a timely manner. Service level and response times may vary depending on the end user's geographical location and/or geographical holidays. The end user (or their agent) should check with a local NVT Phybridge authorized representative to determine if the end user's location is eligible for this service. Other restrictions and limitations may apply.

REPAIR:

Out of Warranty repair services are available for a fee. Contact Technical Support for more information and current services and fees. Arrangement for shipping and all shipping costs are responsibility of the end-user or their agent.

Repair work is warranted for ninety (90) days and applies strictly to the actual repair work. Non-related faults or failures are not warranted.

TECHNICAL SUPPORT HOURS AND CONTACT INFORMATION

Hours of Operation:	GMT 0830 – 2200 EST 0600 – 1900
Days of Operation:	Monday to Friday <i>(Not including Regional Statutory Holidays)</i>
Phone UK/EMA:	+44 (0) 20 8977 6144
Phone N. America	1 888 901 3633
Phone Latin America	+ 52 (800) 2694314
Phone Asia/ROW	+ 65 (3) 1591272
Email:	support@nvtphybridge.com