

NVT Phybridge Warranty Policy Statement

(Updated: June 25, 2020)

A. LIMITED WARRANTY

The warranty obligations of Phybridge Inc. and its affiliated companies (referred to collectively as “NVT Phybridge”) for this product are limited to the terms set forth below:

What is Covered

Under this limited warranty, NVT Phybridge warrants that this product is free from defects in workmanship and materials and will perform in conformity with the published specifications and documentation supplied by NVT Phybridge.

What is Not Covered

This limited warranty does not cover any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, neglect, exposure to excess moisture, fire, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. The end-user shall be responsible for maintaining all environmental conditions indicated in the documentation for this product. This limited warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with this product, any repairs attempted by anyone unauthorized by NVT Phybridge to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product. Unless otherwise expressly written, this limited warranty does not cover cartons, equipment enclosures, brackets, cables or accessories used in conjunction with this product.

Without limiting any other exclusion herein, NVT Phybridge does not warrant that the product covered hereby, including, without limitation, the software technology and/or integrated circuit(s) included in the product, will not become obsolete or that such items are or will remain compatible with any other product or software technology with which the product may be used.

What About Software Imbedded in the Product

All software imbedded in this product 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 any 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 firmware and software 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’s email and/or website announcements.

Who is Covered

Only the original end-user of this product is covered under this limited warranty (does not include authorized distributors). This limited warranty is not transferable to subsequent purchasers or owners of this product.

How Long this Coverage Lasts

WARRANTY PERIOD: The warranty period commences on the date of purchase as evidenced by the product's invoice date. At the sole discretion of NVT Phybridge, the commencement date of the warranty period may be changed to the installation date, subject to a maximum of 90 days from the date of purchase. CHARIoT Series managed switches include a one (1) year warranty, unmanaged switches and adapters include a five (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: End-users may extend their warranty coverage beyond the standard warranty period by contacting their authorized NVT Phybridge distributor and/or NVT Phybridge. All extended or additional warranties are subject to the same requirements and limitations as the standard warranty period. If warranty coverage has expired, NVT Phybridge may permit the original end-user to extend coverage by paying for all prior missed warranty periods along with the current warranty period. NVT Phybridge reserves the right not to extend warranty coverage for reasons of End-of-Life product cycle or for any other reason, as determined by NVT Phybridge in its sole discretion.

LIMITED LIFETIME WARRANTY: NVT Phybridge acknowledges that some of its products are sold with a Limited Lifetime Warranty coverage while, in the case other products 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 provided for the life of the product, which coverage automatically ceases five (5) years after NVT Phybridge has issued an End-of-Life notification for such product.

What NVT Phybridge Will Do

NVT Phybridge will, at its sole option, provide one of the following three (3) remedies to whatever extent it shall deem necessary to satisfy a proper claim under this limited warranty:

1. Elect to repair or replace, or facilitate the repair or replacement of any defective part(s) within a reasonable period of time, free of any charge for the necessary part(s), and labour to complete the repair, and restore the product to its proper operating condition. NVT Phybridge will also pay the shipping costs necessary to ship the replacement part(s) or return the product once the repair is complete.
2. Replace the entire product with a direct replacement or with a similar product deemed by NVT Phybridge to perform substantially the same function as the original product.
3. Issue a refund or credit equal to the original purchase price of the product.

What NVT Phybridge Will Not Do Under This Limited Warranty

If this product is returned to NVT Phybridge or the authorized distributor from which it was purchased or any other party authorized to repair NVT Phybridge products, this product must be insured during shipment, with the insurance and shipping charges prepaid by you. If this product is returned uninsured, you assume all risks of loss or damage during shipment. NVT Phybridge will not be responsible for any costs related to the removal or re-installation of this product from or into any installation. NVT Phybridge will not be responsible for any costs related to any setting up this product, any adjustment of user controls or any programming required for a specific installation of this product.

How to Obtain a Remedy Under This Limited Warranty

The end-user needs to register their product online at www.nvtphybridge.com/warranty/. To obtain a remedy under this limited warranty, you must contact either the authorized NVT Phybridge distributor from whom you purchased this product or NVT Phybridge. For a list of authorized NVT Phybridge distributors and/or NVT Phybridge authorized service providers, visit our web site at www.nvtphybridge.com or contact the NVT Phybridge office nearest you.

In order to pursue any remedy under this limited warranty, you must possess an original, dated receipt as proof of purchase from an authorized NVT Phybridge distributor. If this product is returned under this limited warranty, a return material authorization number (RMA number) must first be obtained from NVT Phybridge. You may also be directed to an authorized distributor or a person authorized by NVT Phybridge to repair the product.

If it is decided that this product should be returned directly to NVT Phybridge, this product should be properly packed, preferably in the original carton, for shipping. Cartons not bearing a RMA number will be refused.

Limitation of Liability

The maximum liability of NVT Phybridge under this limited warranty shall not exceed the actual purchase price paid by the end-user for the product. To the maximum extent permitted by law, NVT Phybridge is not liable for any indirect, consequential, exemplary, special, incidental, economic or punitive damages, including without limitation, loss of use or lost business, revenue, profits, or goodwill, incurred or suffered by the end-user arising in connection with or related to the use of the product, under any theory of tort, contract, warranty, strict liability, or negligence, even if NVT Phybridge has been advised, knew, or should have known of the possibility of such damages. Some countries, districts or states do not allow the exclusion or limitation of relief, special, incidental, consequential or indirect damages, or the limitation of liability to specified amounts, so the above limitations or exclusions may not apply to you.

Exclusive Remedy

To the maximum extent permitted by law, this limited warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. To the maximum extent permitted by law, NVT Phybridge specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If NVT Phybridge cannot lawfully disclaim or exclude implied warranties under applicable law, then all implied warranties covering this product, including warranties of merchantability and fitness for a particular purpose, shall apply to this product as provided under applicable law.

Other Conditions

This limited warranty is void if (i) the label bearing the serial number of this product has been removed or defaced, (ii) the product is not distributed by NVT Phybridge or (iii) this product is not purchased from an authorized NVT Phybridge distributor or reseller. If you are unsure whether a distributor or reseller is an authorized NVT Phybridge distributor or reseller, visit our web site at www.nvtphybridge.com or contact NVT Phybridge office listed at the end of this document.

Your rights under this limited warranty are not diminished if you do not complete and return the product registration form or complete and submit the online product registration form. NVT Phybridge thanks you for purchasing a NVT Phybridge product.

B. TECHNICAL SUPPORT

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

Tier 1 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 Tier 1 level support. A technical support ticket may then be opened with NVT Phybridge Technical Support for Tier 2 or Tier 3 level support. The end-user's name, location, product name and serial number is required as part of registering a technical support ticket. The end-user may open a technical support ticket with NVT Phybridge at <http://www.nvtphybridge.com/support-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 strongly 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, except where a valid RMA request occurs within thirty (30) days of installation.

Return Material Authorization (RMA):

Advanced replacement of a failed product is provided for under the standard one (1) year warranty coverage (subject to availability), except with respect of the Central and South American region (*see below*). NVT Phybridge or its service center will use commercially reasonable efforts to ship a replacement part within forty-eight (48) hrs of completing a ticket and establishing that 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 ten (10) 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 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 valid RMA request occurs within thirty (30) days of installation.

If NVT Phybridge does not receive the failed product within twenty (20) 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.

Exception for Defective Product RMAs in Central and South America:

NVT Phybridge is unable to provide the above noted advanced replacement service for RMAs for failed product in the Central and South American region. In order to comply with local import procedures and avoid unnecessary duties/fees levied by the local authorities within Central and South America, the end-user must first ship the failed product to a NVT Phybridge location within the U.S.A. or Canada, as designated by NVT Phybridge, with the return product packaging bearing a RMA number issued by NVT Phybridge or its authorized representative. Except for the foregoing, all other provisions relating to RMAs in this warranty shall apply, mutatis mutandis, to end-users in Central and South America.

Repair:

Out of warranty repair services are available for a fee. Contact Technical Support for more information and for current services and fees. Arrangement for shipping and all shipping costs are the 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
Create a Support Ticket:	http://www.nvtphybridge.com/support-ticket/

Contact Us at:Corporate Headquarters

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