

# Tellabs Global Repair and Return Policy

## Overview

This Tellabs Global Repair and Return Policy describes Tellabs' policy, processes and guidelines for repair or advance replacement services for Products that are in-warranty or out-of-warranty.

## Definitions

“Business Day(s)” for customers located in the United States means Monday through Friday (excluding Tellabs holidays). “Business Day(s)” for customers located outside of the United States means Monday through Friday (excluding public holidays at the Tellabs location from which the pertinent services are rendered).

“Business Hours” for customers located in the United States means 7:00 a.m. to 7:00 p.m. CT, during Business Days. “Business Hours” for customers located outside of the United States means 8:00 to 17:00 GMT +1 during Business Days.

“Documentation” means the user instructions related to a Product.

“Force Majeure” means causes that are outside the reasonable control of Tellabs and cannot be avoided by the exercise of due care, including but not limited to: (a) governmental actions, orders, legislation, regulations, restrictions or rationing; (b) riots, civil disturbances or disobedience, epidemic, quarantine, acts of terrorism or war; (c) strikes, lockouts or shutdowns; (d) shortages of labor or supplies, interruption or lack of transportation, embargo or prohibition of the import or export of goods; or (e) fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy.

“Hardware” means that portion of the Product that is not Licensed Materials.

“Irreparable” means a determination by Tellabs (in its sole discretion) that a Product cannot be repaired. A Product may be Irreparable if, by way example but not limitation, it (a) has been modified, tampered with, improperly handled, improperly installed or not operated in accordance with Tellabs' specifications or operating procedures; (b) contains obsolete components; (c) has been contaminated; or (d) has physical, corrosive or transient damage (e.g., lightning or water damage) — whether the foregoing occurred while in customer's possession, during the shipping process or otherwise.

“Licensed Materials” means Software and Documentation.

“List Price” means a Product's price as set forth in the then-current Tellabs price list.

“No Trouble Found” means that Tellabs has tested a Product that customer reported as defective and found that such Product meets the applicable Tellabs specifications and minimum shippable revision level. “Product” means goods, supplies, parts, components and assemblies, including the Licensed Materials, sold and/or licensed to customer by Tellabs or a Tellabs-authorized reseller. Tellabs may (in its sole discretion and at any time) exclude any of the foregoing from the definition of “Product.”

“RMA” means Return Material Authorization.

“Software” means the Tellabs executable computer programs, firmware and other digital instructions and control data associated with a Product.

“Support Agreement” means a separate contract in force between Tellabs and customer for the provision of maintenance and support services for the Product.

“Tellabs Repair Center” means the center that repairs or updates Products, whether in-warranty or out-of-warranty.

“Turnaround Time” means the period of time that commences when a Product is received at the Tellabs Repair Center and ends when such Product is shipped from the Tellabs Repair Center.

“Used Equipment” means Product that has been purchased or otherwise obtained from parties other than Tellabs or a Tellabs-authorized reseller.

“Warranty Date Code” means a label or serial number on the surface of a Product that either identifies or helps identify the Hardware warranty start date.

“Warranty Defect” means failure of a Product to conform to the applicable Tellabs specifications during the warranty period.

## Hardware Repair Service

Tellabs' Hardware Repair Service provides for the testing, repair, revision updating and return of Hardware plug-in modules. Hardware Repair Services shall be provided by the Tellabs Repair Center or such other facility designated by Tellabs.

Tellabs may use new or factory reconditioned parts to repair or replace defective Hardware. All replaced parts and Hardware will become the property of Tellabs. Irreparable Hardware will be returned to customer without repair and a handling fee will be charged.



### Hardware Repair Service Fee

Upon receipt of defective in-warranty Hardware, Tellabs (in its sole discretion) will determine if such Hardware will be repaired or replaced.

Tellabs will repair in-warranty Hardware at Tellabs' expense, provided that Tellabs determines that (a) there is a Warranty Defect, (b) the Hardware is not Irreparable, (c) the Hardware has been handled, installed and operated in accordance with Tellabs' specifications, operating procedures and Documentation, and (d) the Hardware is received at the Tellabs Repair Center within the warranty period. Tellabs will repair out-of-warranty Hardware subject to Tellabs' then-current repair fees (unless expressly included within the scope of a Support Agreement), provided that the Hardware is not Irreparable and the need for such repair arises solely from customer's ordinary use of the Product as intended or set forth in the applicable Documentation.

### Hardware Repair Service Limitation and Turnaround Time

Repairs will typically be completed within a Turnaround Time of twentyfive (25) Business Days for returns containing forty (40) or fewer Hardware units per customer per RMA. The Turnaround Time for Support Agreement customers is typically fifteen (15) Business Days for returns containing forty (40) or fewer Hardware units per customer per RMA. The Turnaround Time for returns exceeding forty (40) Hardware units per customer per RMA will be as mutually agreed.

### Expedited Repair

Expedited Repair is an alternative repair service with an express Turnaround Time. Expedited Repair will typically be completed within a Turnaround Time of five (5) Business Days for returns containing five (5) or fewer Hardware units per customer per RMA<sup>1</sup>. The Turnaround Time for Expedited Repair returns exceeding five (5) Hardware units per customer per RMA will be as mutually agreed. Tellabs will use commercially reasonable efforts to provide Expedited Repair for Hardware that has been manufacturing discontinued or for Product that is sold under the name of the original equipment manufacturer.

Customers will be charged Tellabs' then-current Expedited Repair fee for each Hardware unit for which Expedited Repair is requested. The Expedited Repair fee is in addition to the applicable repair charges.

### Out-Of-Box Failure

For Hardware that fails upon first-time power up within ninety (90) calendar days of its warranty start date, Tellabs will (subject to availability) ship a new replacement Hardware unit to customer at Tellabs' expense.

Customer must request an RMA and ship the failed Hardware unit to the Tellabs Repair Center. If Tellabs does not receive such failed Hardware unit within sixty (60) calendar days after Tellabs ships the new replacement Hardware unit, then Tellabs will (a) close the RMA, and (b) contact customer to obtain a valid purchase order and, (c) invoice customer for one hundred percent (100%) of the new replacement Hardware unit's List Price.

Failed Hardware units received within the aforementioned sixty (60) calendar days will become the property of Tellabs. Failed Hardware units received outside the sixty (60) calendar days will be returned to customer.

If a new replacement Hardware unit is not immediately available, then Tellabs will ship (subject to availability) a factory reconditioned replacement Hardware unit (i.e., a like-for-like replacement that meets the Tellabs minimum shippable revision level). The replacement Hardware unit will carry customer's original warranty period.

### Advance Replacement Service

Tellabs' Advance Replacement Service offers customers the ability to obtain a replacement Hardware unit ("Advance Replacement Unit") prior to returning a faulty Hardware unit to Tellabs. The Advance Replacement Unit shall be the same issue and model number as the faulty Hardware unit (i.e., a like-for-like replacement that meets the Tellabs minimum shippable revision level).

The Advance Replacement Service covers only standard Hardware plug-in modules and shelves. No other Hardware — such as racks, cables, batteries, fuses or connectors — is covered by the Advance Replacement Service. Manufacturing discontinued ("MD") Products and Products that have been uniquely manufactured for customer by Tellabs are expressly excluded from Tellabs' Advance Replacement Service. Advance Replacement Units will not be provided for Hardware containing optical components, unless Tellabs (in its sole discretion) agrees otherwise.

Customer must request an RMA and ship the faulty Hardware unit to the Tellabs Repair Center. If Tellabs does not receive such faulty Hardware unit within thirty (30) calendar days after Tellabs ships the Advance Replacement Unit, then Tellabs will (a) close the RMA, and (b) invoice customer for one hundred percent (100%) of the Advance Replacement Unit's List Price.

Faulty Hardware units received within the aforementioned thirty (30) calendar days will become the property of Tellabs. Faulty Hardware units received outside the thirty (30) calendar days will be returned to customer.

<sup>1</sup> Expedited Repair for the Tellabs® 6300 Series Products will typically be completed within a Turnaround Time of eight (8) Business Days for returns containing five (5) or fewer Hardware units per customer per RMA.



Tellabs may use new or factory reconditioned Hardware for the Advance Replacement Service.

If an Advance Replacement Unit is not available, then Tellabs will repair the faulty Hardware within a mutually agreed Turnaround Time.

#### Advance Replacement Service Fee

Advance Replacement Service for in-warranty or out-of-warranty Hardware is an optional fee-based service and therefore is subject to Tellabs' then-current Advance Replacement Service fee, unless expressly included within the scope of a Support Agreement.

#### Advance Replacement Service Limitation

Tellabs will provide no more than five (5) Advance Replacement Units per customer per RMA.

### Hardware Repair Service and Advance Replacement Service Instructions

Customers must follow the guidelines set forth below when requesting Hardware Repair Service or Advance Replacement Service.

#### Requesting Hardware Repair Service or Advance Replacement

Service Customer must first request an RMA number by contacting a Tellabs Repair Order Management Representative as follows:

**Customers located in the United States.** Call during Business Hours at +1.800.443.5555 /+1.630.798.7070 (press 1 for Advance Replacement Service under a Support Agreement; otherwise press 6), fax +1.630.798.7551 or email [repairs@tellabs.com](mailto:repairs@tellabs.com).

**Customers located outside of the United States.** Call during Business Hours at +44.1908.682.305, fax +44.1908.682.366 or email [INTL.repairs@tellabs.com](mailto:INTL.repairs@tellabs.com).

#### When RMA Number is Issued

Tellabs will issue an RMA number within one (1) Business Day after receiving a request, provided that customer requests RMA numbers for forty (40) or fewer Hardware units per Business Day. For RMA requests exceeding forty (40) Hardware units per customer per Business Day, Tellabs will use commercially reasonable efforts to issue the RMA number within one (1) Business Day after receiving a request.

#### Information Needed to Process a Hardware Repair Service or Advance Replacement Service Request

Tellabs will assign an RMA number before processing any Hardware Repair Service (including out-of-box failures) or Advance Replacement Service request. Tellabs will request the following information from customer in order to provide an RMA number:

- Purchase order number or Support Agreement contract number (as applicable)
- Company name

- Sold-to and ship-to addresses
- Name, telephone number and email address of the person requesting the repair or Advance Replacement Unit
- Name, telephone number and email address of the person at the ship-to location receiving the repaired or replaced Hardware unit
- Number of Hardware unit(s)
- For the Advance Replacement Service, date and time by which the Advance Replacement Unit is required on-site
- Product's model number (issue number and revision)
- Serial number
- Warranty Date Code (if applicable)
- System feature package load (Tellabs® 1000 Series Products and Tellabs® 1100 Series Products only)
- Unit software load (Tellabs® 1000 Series Products and Tellabs® 1100 Series Products only)
- Description of the suspected failure
- For the Advance Replacement Service, whether the suspected failure occurred during acceptance testing

**Important Note for Support Agreement Customers:** In order to avoid being invoiced for services falling within the scope of a Support Agreement, please specify that the Hardware Repair Service or Advance Replacement Service request is pursuant to an active Support Agreement and include the Support Agreement reference number (i.e., purchase order number or contract number) in all correspondence.

#### How and Where to Send Faulty/Failed Hardware

Customer must enclose the following written information with any faulty/failed Hardware being returned to the Tellabs Repair Center:

- Purchase order number or Support Agreement contract number (as applicable)
- RMA number, which must be listed on the shipping documents and written clearly on the outside of the shipping carton
- An explanation of the suspected fault/failure
- Company name and sold-to and ship-to addresses
- Name, telephone number and email address of a person that Tellabs may contact for further information

The complete Hardware unit, excluding any accessories, shall be shipped (as specified in the "Freight Charges" section below) to the address specified by the Tellabs Repair Order Management Representative or in the RMA notification. The Hardware must be packaged and shipped in a manner that will protect it from physical or in-transit damage during shipment. If the returned Hardware is improperly packaged or shipped, or does not have an RMA number, then such Hardware may be returned to customer without being processed or be subject to an increased Turnaround Time.



### Shipment of Repaired Hardware to Customer

Tellabs will ship the repaired Hardware unit as specified in the “Freight Charges” section below. The following information will be included with the return shipment:

- Packing list
- A repair summary form for each returned Hardware unit

### Shipment of Replacement Hardware Units for Out-of-Box Failure and Advance Replacement Service

Tellabs will ship replacement Hardware units for out-of-box failure and Advance Replacement Service as follows:

**Customers Located in the United States.** Replacement Hardware units ship the same day if Tellabs receives customer’s request prior to 3:00 p.m. CT on a Business Day; otherwise, such Hardware units will ship during the next Business Day. Customers may request same-day delivery service to continental U.S. locations for an additional charge per customer per RMA.

**Customers Located Outside the United States.** Replacement Hardware units ship the same day if Tellabs receives customer’s request prior to 13:00 GMT+1 on a Business Day; otherwise, such Hardware units will ship during the next Business Day.

The foregoing shipment estimates are subject to replacement Hardware unit availability, Force Majeure, carrier availability and customer’s location.

## Important Remarks

### Warranty Date Code

If a Warranty Date Code does not expressly state the Hardware warranty start date, then such date may be determined by contacting a Tellabs Repair Order Management Representative (as indicated in the “Hardware Repair Service and Advance Replacement Service Instructions” section above) and providing him/her with the Product’s serial number.

Decommissioning, Removing and Returning Hardware Customer is responsible for decommissioning, removing and returning faulty/failed in-warranty or out-of-warranty Hardware.

### Installing and Commissioning Hardware

Customer is responsible for installing and commissioning in-warranty or out-of-warranty repaired or replaced Hardware.

### Freight Charges

Customer shall ship all faulty/failed Hardware DDU, Tellabs Repair Center (Incoterms 2000). Customer is solely responsible for all freight charges associated with such shipping (except for out-of-box failure or Advance Replacement Service returns using the Tellabs pre-approved return kit).

Provided that customer uses Tellabs’ pre-approved return kit, Tellabs will pay the following costs associated with returning faulty/failed

Hardware to the Tellabs Repair Center due to out-of-box failure or under the Advance Replacement Service: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable charges. Otherwise, return costs will be as set forth as above.

Tellabs will ship the repaired or replaced Hardware DDU, customer’s premises (Incoterms 2000).

### Warranty

The warranty for repaired or replaced Hardware shall be as provided in the Tellabs Global Warranty Policy, available at <http://www.tellabs.com/legal/supportterms.shtml>.

### Unauthorized Repairs and Used Equipment

If returned Hardware has been repaired or modified other than by Tellabs, or is Used Equipment, then: (a) the warranty on the returned Hardware, the Advance Replacement Unit and of all other Products contained in the system into which the returned Hardware or Advance Replacement Unit is installed is void; (b) in the case of Hardware returned under the Advance Replacement Service, Tellabs may (i) deem returned Hardware Irreparable if Hardware has been repaired or modified other than by Tellabs, or (ii) charge a handling fee if returned Hardware is Used Equipment; and (c) in the case of Hardware sent in for repair, Tellabs may either (i) repair the Hardware at Tellabs’ then-current repair prices, or (ii) deem the Hardware Irreparable and charge a handling fee.

Tellabs has no warranty or other liability for damages of any kind for (a) Products repaired or modified other than by Tellabs, (b) Used Equipment, or (c) any other Products contained in the system into which Products repaired or modified other than by Tellabs or Used Equipment is installed.

### Irreparable

If returned Hardware (whether in-warranty or out-of-warranty) is Irreparable, then Tellabs will return the Hardware un-repaired to customer and charge customer a handling fee. In the case of the Advance Replacement Service, Tellabs will further charge customer for the Advance Replacement Unit at the then-current List Price.

### No Trouble Found

Tellabs will charge a fee for in-warranty or out-of-warranty Hardware that is No Trouble Found. Tellabs will replace in-warranty Hardware returned three consecutive times as No Trouble Found, provided the Hardware has not been MD’d.

### Manufacturing Discontinued Hardware

Tellabs will provide Hardware Repair Service from the date that such Hardware is made generally available until three (3) years after its MD effective date. Tellabs may, at its sole discretion, either repair the Hardware unit or provide a replacement Hardware unit that is functionally equivalent. Tellabs may, at its sole discretion, shorten the time period during which Hardware Repair Services are available.

Hardware is not eligible for the Advance Replacement Service after its MD effective date.



## More Information

For more information or clarification of the information and services described in this Global Repair and Return Policy, please contact your local Tellabs sales office or visit [www.tellabs.com](http://www.tellabs.com). The information described herein is subject to change without notice. This Policy is a summary of the Tellabs Global Repair and Return Policy as of the date hereof.

This Policy supercedes any previous repair and return policy made available to Tellabs customers. If any portion of this Policy is deemed to be prohibited by (or unlawful or unenforceable under) any applicable law of any jurisdiction, then such portion shall be ineffective as to such jurisdiction without affecting any other portion of this Policy.

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