

# Tellabs® Global Warranty Policy

## Overview

This Tellabs Global Warranty Policy describes Tellabs warranty periods for Tellabs Products and Services. In addition, this document details customer remedies and Tellabs' obligations to correct warranty defects for Tellabs Products and Services.

## 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.

“DDU” means Delivered Duty Unpaid (Incoterms 2000).

“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 of 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.”

“Re-certified” or “Re-certification” means that Tellabs has tested Used Equipment and confirmed that it meets the applicable Tellabs specifications.

“RMA” means Return Material Authorization.

“Services” means any work Tellabs performs for customer.

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

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

“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.

## Warranty Information

### Warranty of Hardware

Tellabs and its affiliates (“Tellabs”) warrant that Hardware will be free from defects in materials and workmanship and that the Hardware will conform to the applicable Tellabs specifications for the period indicated in the “Hardware Warranty Period” section of this Policy.

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

#### 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 and providing him/her with the Product's serial number.

For more information regarding the repair and return process, how to contact a Tellabs Repair Order Management Representative, or how to request an RMA, please see the Tellabs Global Repair and Return Policy, available at <http://www.tellabs.com/legal/support-terms.shtml>.

#### Decommissioning, Removing and Returning Hardware

Customer is responsible for decommissioning, removing and returning defective in-warranty Hardware.

#### Installing and Commissioning Hardware

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

#### Freight Charges

Customer shall ship all defective in-warranty 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 returns using the Tellabs pre-approved return kit).

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

#### Out-of-Box Failure

For Hardware that fails 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, (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.

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.

Provided that customer uses Tellabs' pre-approved return kit, Tellabs will pay the following costs associated with returning failed Hardware to the Tellabs Repair Center due to out-of-box failure: (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 in the "Freight Charges" section of this Policy.

#### Hardware Warranty Period

The warranty period for Hardware is two (2) years from the warranty start date, except that the warranty period for the following Hardware is one (1) year from the warranty start date:

##### *One (1) Year Warranty*

- Tellabs® 1600 Optical Network Terminal Series
- Tellabs® 6300 Managed Transport System
- Tellabs® 6305 Ethernet Media Converter
- Tellabs® 6315 Metro Ethernet Node
- Tellabs® 6325 Edge Node
- Tellabs® 6335 Switch Node
- Tellabs® 6340 Switch Node
- Tellabs® 6345 Switch Node
- Tellabs® 6350 Switch Node
- Tellabs® 6370 Wavelength Division Multiplexing Node
- Tellabs® 7300 Metro Ethernet Switching Series
- Tellabs® 8100 Managed Access System
- Tellabs® 8110 Network Terminating Unit
- Tellabs® 8120 Mini Node
- Tellabs® 8130 Micro Node
- Tellabs® 8140 Midi Node
- Tellabs® 8150 Basic Node
- Tellabs® 8170 Cluster Node
- Tellabs® 8184 Access Switch
- Tellabs® 8188 Access Switch
- Tellabs® 8600 Managed Edge System Series<sup>1</sup>
- Tellabs® 8815 Multiservice Access Node
- Tellabs® SmartCore™ 9100 Platform
- Tellabs® Certified Refurbished Equipment
- Modules that have modified Hardware for a customer-specific application
- Cables supplied by Tellabs<sup>2</sup>

<sup>1</sup> The one (1) year Hardware warranty period also applies to the Interface Card (IFC) and Interface Module (IFM) combination. If one or more separate IFMs are mounted or dismounted by an unauthorized party, the warranty for the IFMs and the IFC are void.

<sup>2</sup> Cables supplied by Tellabs will have a one (1) year Hardware warranty from the warranty start date of the shelf, or the module that the cable is coming into, or to which the cable is attached.



### Warranty of Software

Tellabs warrants that Software will substantially conform to the applicable Tellabs specifications and that the media on which the Software is distributed will be free from defects in materials and workmanship for a period of ninety (90) calendar days from the date of shipment from Tellabs, provided that the Software is used on Hardware and with the system in which it was originally installed. Tellabs does not warrant that the operation will be uninterrupted or error free. Tellabs will correct substantial program errors or replace defective media at no charge, provided that the errors are reported or the defective media is returned to Tellabs during the warranty period.

### Warranty of Services

Tellabs Services shall be performed in a professional and workman-like manner and conform to the applicable Tellabs specifications at the time of performance of the Services. Tellabs warrants its Services for ninety (90) calendar days from the date of completion of the Services. Tellabs will re-perform those Services that do not conform to the applicable Tellabs specifications at Tellabs' expense.

### Warranty of Repaired Tellabs Hardware

The warranty period for any repaired or replaced Hardware is either the remainder of the Hardware's original warranty period, or a period of ninety (90) calendar days from the repair warranty start date, whichever is longer.

Out-of-warranty Hardware that is repaired will receive a new warranty period of ninety (90) calendar days from the repair warranty start date.

For in-warranty or out-of-warranty Hardware that is Irreparable, no warranty is provided.

### Warranty of Used Equipment

Tellabs makes no warranty whatsoever as to Used Equipment that has not been Re-certified and re-licensed by Tellabs. Tellabs warrants that Used Equipment that Tellabs Re-certifies at the Tellabs Repair Center will conform to the applicable Tellabs specifications for a period of ninety (90) calendar days from the repair warranty start date. Where system Re-certification has been performed at customer's site, no warranty is provided for the Used Equipment system or Used Equipment modules in that system.

### Warranty of Non-Tellabs Products

Notwithstanding any of the foregoing, products, hardware or software that are sold under the name of the original equipment manufacturer will carry only the warranty of the original equipment manufacturer to the extent the manufacturer permits. TELLABS MAKES NO FURTHER WARRANTIES RELATED TO SUCH PRODUCTS, AND THE HARDWARE AND SOFTWARE WARRANTIES DESCRIBED IN THIS POLICY SHALL LIKEWISE NOT APPLY.

### Unauthorized Repairs

If returned Hardware has been repaired or modified other than by Tellabs, then the warranties on the returned Hardware are void. Tellabs will deem the Hardware Irreparable, return the Hardware without repair and charge a handling fee.

### Unauthorized Resellers

Tellabs will not provide a Hardware warranty on Hardware submitted by an unauthorized reseller for repair.

### No Trouble Found

Tellabs will charge a fee for in-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 manufacturing discontinued.

### Conditions and Exceptions

Warranties on Products are non-transferable. Only the original purchaser-licensee of a Product may make warranty claims.

The warranty shall be void, and Tellabs shall have no warranty or other liability for damages of any kind, for Product that has not been handled, installed, operated or shipped in accordance with Tellabs' specifications and operating procedures or for any other equipment contained in the system into which such improperly utilized equipment or Used Equipment is installed or operated.

This warranty does not apply to items that inherently have a short life expectancy, including but not limited to lamps, fans, batteries and fuses.

Failure to comply with any of the terms of this Tellabs Global Warranty Policy will result in invalidation of the warranty.



### Exclusion of Warranties and Limitation of Liability

EXCEPT AS STATED ABOVE, TELLABS MAKES NO OTHER WARRANTIES FOR TELLABS PRODUCTS, USED EQUIPMENT, EQUIPMENT REPAIRED OR MODIFIED OTHER THAN BY TELLABS, OR ANY OTHER EQUIPMENT CONTAINED IN THE SYSTEM INTO WHICH USED EQUIPMENT OR EQUIPMENT REPAIRED OR MODIFIED OTHER THAN BY TELLABS IS INSTALLED. TELLABS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION CAUSED BY, PERTAINING TO OR ARISING OUT OF ANY DEFECTIVE PRODUCT, HARDWARE, SOFTWARE OR SERVICE IS LIMITED TO REPAIR OR PRODUCT REPLACEMENT, AT TELLABS' OPTION, OR REPERFORMANCE OF THE SERVICE DURING THE APPLICABLE WARRANTY PERIOD.

TELLABS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY AND EVEN IF TELLABS WAS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LIABILITIES. TELLABS' LIABILITY SHALL NOT EXCEED THE NET PURCHASE PRICE OR LICENSE FEE PAID FOR THE AFFECTED PRODUCT OR SERVICE CAUSING THE DAMAGES, LOSS OR LIABILITY.

THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS WILL NOT APPLY ONLY IF AND TO THE EXTENT APPLICABLE LAW REQUIRES LIABILITY BEYOND AND DESPITE THESE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

### More Information

For more information or clarification of the information and Services described in this Global Warranty 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 Warranty Policy as of the date hereof.

This Policy supercedes any other previous warranty 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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