

Enterprise USA Warranty Policy

V3.0 Sept 2016

I. Introduction

Huawei enterprise hardware products are generally covered by a one (1) year warranty. Several products have extended warranty up to three (3) years. For detail information about corresponding product, please read the “[Enterprise Product Limited Warranties](#)” document.

All Huawei warranties extend only to the Original End User Customer (the individual or entity who purchased the product for their own use, collectively referred to in this document as “Customer”); and are nontransferable. US warranty only applies to Products purchased in the US and that remain in the US. Products purchased outside of the US and then imported by the customer into the US are not entitled to US Warranty coverage. Product purchased in the US and then located outside of the US will not be entitled to US Warranty unless and until the Product is shipped back to the US. However, customer may purchase Huawei Hi-Care (Huawei branded) or Co-Care (Partner branded) maintenance support service in the local country to receive technical support. In the US, the warranty shall be provided by Huawei or the Huawei authorized Channel Partner (collectively referred to in this document as “Huawei”). Huawei warranties are subject to and provided only on the terms and conditions depict in this document.

II. General terms and conditions

START DATE: The warranty starts on the 90th day after the date of the product shipment from Huawei, or the date on which Huawei receives a service request for this product, whichever is earlier.

HARDWARE: Huawei warrants that the Huawei hardware products that you have purchased from Huawei shall be free from defects in materials and workmanship under normal use consistent with the product instructions during the Warranty Period. In the event that Huawei receives notice during the warranty period that any Hardware does not conform to its specifications, Huawei shall, at its sole discretion, repair or replace the non-conforming hardware in accordance with this warranty. Huawei replacement parts used in Hardware replacement may be new or equivalent to new in performance and reliability.

SOFTWARE: Huawei warrants that for a period of ninety (90) days from the Start Date, the media, on which the software (“Software”) is recorded, shall be free from defects in material and workmanship under normal use consistent with the product instructions. The sole and exclusive remedy of the customer and the entire liability of Huawei under this limited warranty shall be the replacement of the media containing the Software.

REPLACEMENT/ REPAIR FOR HARDWARE: Huawei or its authorized service center will use commercially reasonable efforts to ship a repaired or replacement part after Huawei received the defective part. If the Advance Hardware Replacement is applicable, Huawei will use commercially reasonable efforts to ship a replacement part within ten (10) business days after an RMA is issued. Actual delivery times may vary depending on Customer location.

A, Please return the defective parts to a designated Huawei site within 15 Business Days (BDs) upon receipt of the replacement parts. Please remove any confidential, proprietary, or personal information that is stored on the defective unit before it is returned to Huawei. If customer cannot return the defective unit to Huawei or need to degauss it due to data security, privacy, or other reasons please purchase the Defective Parts Retention Service to retain the faulty unit. In the event the equipment is not returned within this period, Huawei reserves the right to charge the purchase price of the product/parts provided.

B, Each party is responsible for the freight (return or shipping cost) respectively. If Huawei determines that the faulty item does not meet the conditions of the warranty specified in this document, customer can either pay for the repair service or return the defective equipment to you at your own cost.

C, Huawei warrants any repaired or replaced products/parts for ninety (90) days from shipment, or the remaining of the initial warranty period, whichever is longer.

III. Limited Lifetime Warranty

The Limited Lifetime Warranty is only available for specific switch and WLAN products in specified countries.

HARDWARE LIMITED LIFETIME WARRANTY DURATION: As long as the original customer continues to own or use the product. In the event of discontinued marketing of the product, Huawei limited lifetime warranty support is limited to five (5) years from the End of Marketing (EOM) date of the product.

To the extent allowed by applicable local law, Huawei provides the hardware warranty not more than 10 years for switch products and not more than five years for WLAN AP products, even if the products are not End of Life.

ADVANCE HARDWARE REPLACE: Huawei or its authorized service center will use commercially reasonable efforts to ship a replacement part within ten (10) business days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

IV. Exclusions

Huawei does not warrant uninterrupted or error-free operation of a product. The warranty is voided by removal or alteration of identification labels on the product or its parts.

This warranty does not apply to any non-Huawei products (for example, the third party operating system or software); or the equipment that is licensed for beta, testing, training, evaluation or demonstration purposes; or consumables, accessories, and some terminals (Access terminals, wireless terminals, thin client terminals).

This warranty does not extend to any damages, malfunctions, or non-conformities caused by (a) Force majeure, such as fire, flood, earthquake, war, etc.; (b) Abnormal physical or electrical stress (power surges, power outages, etc.); abnormal environmental conditions, misuse, negligence, virus infection, or accident; (c) Failure to follow installation, operation, or maintenance instructions supplied by Huawei, together with the product or available on the Huawei website; (d) Software,

parts, or supplies not supplied by Huawei; (e) Combination, modification or service by anyone without the authorization of Huawei or its authorized representative; (f) Normal wear due to product use including, but not limited to, product cosmetics and display scratches.

Customer is solely responsible for backing up its programs, data and removable storage media to protect against loss or corruption. Huawei warranty obligations do not include restoration or re-installation support.

V. DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY SET FORTH ABOVE, HUAWEI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, HUAWEI DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

VI. LIMITATION OF LIABILITY

IN NO EVENT WILL HUAWEI BE LIABLE FOR ANY DIRECT LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF HUAWEI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER.

Huawei may take proper measures to protect the security of customer's information, but Huawei shall not be liable for any direct or indirect liabilities incurred when Huawei obtains and processes the information during service delivery.

Huawei will only access and process related information and data that is needed to locate and resolve problems after obtaining permission from the customer. If the customer grants the service, it indicates that the customer permitted Huawei to access and gather the information and data that was needed to locate and resolve problems while providing the service. Consequently, the customer shall guarantee that all the necessary permits and authorizations have been obtained or retained for Huawei to provide the service as per the applicable laws, so that Huawei does not violate the applicable laws, your privacy policies, or your agreements with users when providing the service.

The customer shall be solely responsible for removal of any confidential, proprietary, or personal information stored on the defective unit before it is returned to Huawei and further indemnify, defend, and hold Huawei harmless from, against, and in respect of, any and all claims, liabilities, obligations, costs, expenses, penalties, fines, forfeitures, and judgments (at equity or at law) imposed by any governmental authority or claimed by a third party, whenever arising or incurred from, or relating to,

any failure to comply with all applicable laws in the transfer or disposal of the above-mentioned information. If the customer returns hardware to Huawei, it indicates that customer has made backup copies and removed all above-mentioned information stored in the hardware, and grants Huawei the right to transfer it to a Huawei repair center in any country for repair.