



## LIMITED WARRANTY STATEMENT

**KENTROX**

# LIMITED WARRANTY STATEMENT

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This Limited Warranty shall apply to items manufacture by Kentrox, Inc. (Kentrox) that include the Kentrox and/or Applied Innovation brand and were purchased from Kentrox or an authorized Kentrox distributor or reseller by the ultimate purchaser of the item (Customer).

## **LIMITED WARRANTY**

Kentrox hereby represents and warrants that original items manufactured (Hardware), sold (Embedded Software), or licensed (external software) by Kentrox and supplied to Customer for use, hereafter known as "Product," shall be free from significant defects in material and workmanship and will reasonably conform to applicable specifications and drawings, each subject to normal use and service as set forth in the Product Limited Warranty Period section of this agreement. This Warranty is applicable when Product is installed and used under normal conditions and in accordance with the operating instructions, pursuant to the Terms and Conditions set herein. The sole and exclusive remedy of Customer for a breach of any of the foregoing warranties shall be limited, at the option of Kentrox, to either the repair or replacement of any defective or non-conforming component of the Products. Replacement Products or parts may be new or reconditioned. Such remedies shall be available to Customer only if Kentrox is notified in writing within the applicable Warranty Period and is provided with a reasonable opportunity to cure such breach.

Products under warranty will be repaired or replaced at no charge to Customer with the exception of any issues or damage caused by the unauthorized repair by any and all third-party repair houses which will be subject to repair or replacement charges as determined by Kentrox. Products repaired or replaced while under warranty are warranted for the remainder of the original Product warranty or for a period of sixty (60) days from the date of repair or the date of return shipment to Customer, whichever is longer.

Kentrox warrants that any physical media containing the Software and any firmware embedded in the Hardware and the software and any firmware embedded in the hardware shall be free of any viruses, Trojan horses, worms, and any other software routines or code designed to (1) permit unauthorized access by third parties, or (2) disable, erase, or otherwise harm the program, data, other software or hardware. In the event such malicious code enters Customer's systems or software through introduction by a Kentrox Product, Kentrox will provide assistance to Customer to remove such malicious code at no additional charge.

This Limited Warranty extends only to the original End User of the Product and is not transferable.

Kentrox also hereby warrants that all Services shall be performed in a professional and workmanlike manner. Kentrox will re-perform those Services that the parties mutually determine to be defective at Kentrox's expense provided that Kentrox receives notice thereof within sixty (60) days of performance of the Services.

## **BEST EFFORTS POLICY**

Kentrox upholds a very high standard of execution. Understanding that conditions affecting Product repair or replacement may be beyond Kentrox's control, including vendor and/or manufacturer discontinuation, market-affecting conditions, and those conditions listed in the Limitation of Warranty, Kentrox strives to make every effort possible (Best Efforts) to assist our Customers towards the best possible outcome. Failure to achieve Best Efforts may be excusable only under Force-Majeure clause (defined herein under Limitation of Warranty) or on demonstration that failure occurred despite Kentrox's dedicated and sustained efforts.

## PRODUCT LIMITED WARRANTY PERIOD

The Warranty Period for Products manufactured or produced by Kentrox and supplied to Customer for use is one (1) year. The Limited Warranty Period begins on the date of the shipment to Customer. Software is limited to a one (1) year warranty subject to applicable license agreements. Products not manufactured by Kentrox will carry the warranty and related terms and conditions of the original manufacturer (see Limitation of Warranty section).

If you have questions regarding technical support and eligibility, please contact [Support@Kentrox.com](mailto:Support@Kentrox.com).

## PRODUCT WARRANTY AND SERVICE

Kentrox guarantees that Products under warranty will be replaced at no charge within the first sixty (60) days from the date of original shipment using Advance Replacement (AR) if the Customer experiences a service-affecting failure. Return of the defective unit to Kentrox will be at Customer expense.

In order to obtain warranty coverage, Customer must first contact Kentrox's Technical Assistance Center (TAC) either by phone (800-733-5511 or +1 614-798-2000) or email ([Support@Kentrox.com](mailto:Support@Kentrox.com)). TAC will ascertain the problem and determine the most appropriate solution for the Customer. TAC will assist and resolve the problem by phone and/or email when possible.

After the initial sixty (60) day period but within the Product's Warranty Period, Kentrox will repair (or replace if Product cannot be repaired) an affected Product. Customer can return such item(s) (after obtaining a Return Material Authorization (RMA) from Kentrox), freight prepaid, to Kentrox, and Kentrox will, in its discretion, either repair or replace the hardware, replace the software and/or correct substantial program errors and return such items to Customer, freight prepaid. If TAC determines that the Product can be repaired, Customer must first obtain an RMA from Kentrox. An RMA number is required prior to the return of any Product to Kentrox. Failure to obtain an RMA number may result in rejection of the shipment to Kentrox and the

subsequent return of this equipment to Customer at Customer expense. Instructions for obtaining an RMA number and the RMA form to be submitted with an RMA request can be found online at [www.kentrox.com](http://www.kentrox.com).

Kentrox may elect to replace hardware parts with new or refurbished parts of equal quality. If Kentrox determines that the hardware and/or media are not defective, it will return such items to Customer, freight collect.

After the initial sixty (60) day period, Kentrox will replace a Product with an advanced field replacement if and only if Customer has purchased Maintenance and for the installation base that includes the affected Product. For questions on purchasing a Maintenance and Support, contact Kentrox by email ([support@Kentrox.com](mailto:support@Kentrox.com)), by phone (800-733-5511 or +1 614-798-2000), or call your Sales Representative.

For Product failures outside the initial Limited Warranty Period and not covered by a Maintenance and Support agreement, Customer may have the Product repaired if parts are available. Cost for repair is determined by each individual product. Please contact support at [support@kentrox.com](mailto:support@kentrox.com) for additional details.

## LIMITATION OF WARRANTY

The foregoing warranties only apply to Product(s) purchased from Kentrox or its authorized distributors and resellers. It does not apply to any materials that are procured as third-party items to be shipped from Kentrox in conjunction with other parts and services of Kentrox. Examples of these items are OEM products such as hubs, routers, modems, and other products. It also excludes items added to the Purchase Order (PO) for site-specific components, such as but not limited to: batteries, cables, fuse panels, and computer products that are not offered as a standard item in Kentrox's product and services catalog. Products not manufactured by Kentrox will carry the warranty and related terms and conditions of the original manufacturer.

The above Limited Warranties for Product do not apply if the Hardware, Software, or any other equipment (upon which the authorized Software is installed or authorized for use by Kentrox) has been:

1. Installed, serviced or repaired by or on behalf of Customer, other than by Kentrox or by an authorized Kentrox Partner in accordance with the Maintenance and Support Agreement between Kentrox and Partner, without the written approval of Kentrox
2. Altered or modified other than by Kentrox or its authorized representatives without written consent
3. Damaged from negligence, improper use, physical damage, improper installation, repair, operation, or maintenance except as described in Kentrox user documentation
4. Subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, or accident
5. Damaged or destroyed by natural causes including but not limited to lightning, flood, earthquake, hurricane, or other natural disaster
6. Damaged or destroyed by causes beyond the control of Kentrox, including but not limited to wars, upheavals, riots, accident, neglect, misuse, air conditioning, humidity control, transportation, electrical power failure, failure to comply with applicable operating instructions, or any cause other than ordinary use or a negligent or willful act or omission
7. Subjected to the removal or alteration of its original identification marks
8. Provided for beta, evaluation, testing, or demonstration purposes

Customers shall maintain environmental conditions at the locations of the Product in accordance with the Product's specifications.

## **OBSELETE AND DISCONTINUED PRODUCTS**

Obsolete and discontinued Products are supported for the balance of the specified Limited Product Warranty period by Kentrox's Best Efforts policy as noted herein. Kentrox may replace obsolete and discontinued Products still within warranty with approved substitute Products at its discretion. Customers with Support and Service Agreements in place when a Product is discontinued or becomes obsolete will be offered premier rights to remaining Product. This will be determined only by senior Kentrox management. Obsolete and discontinued Products that are out of warranty are not supported by Kentrox and cannot be repaired under the terms and conditions of standard out of warranty Products unless covered separately by a mutually agreed to Maintenance and Support Agreement.

## **DISCLAIMER OF WARRANTY**

OTHER THAN CONTAINED HEREIN, KENTROX DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE PRODUCTS, SERVICES, AND MATERIALS PROVIDED HEREUNDER, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OF THIS AGREEMENT. IN NO EVENT SHALL KENTROX BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN RENDERING SUPPORT SERVICES. IN NO EVENT SHALL KENTROX BE LIABLE FOR ANY COMMERCIAL LOSSES, LOSS OF PROFITS OR REVENUES, OR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGE WHATSOEVER RESULTING FROM ANY BREACH ON THE PART OF KENTROX OR FROM THE PRODUCTS DELIVERED OR SERVICES PERFORMED, WHETHER IN CONTRACT OR TORT, WHETHER OR NOT CAUSED BY A DEFECTIVE PRODUCT, NEGLIGENCE ARISING FROM CUSTOMER'S INABILITY TO USE THE PRODUCT EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT OR FROM ANY OTHER CAUSE, EVEN IF KENTROX HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

ES. THE SOLE AND EXCLUSIVE LIABILITY OF KENTROX FOR ANY CLAIM HEREUNDER SHALL BE LIMITED TO THE REPAIR OF DEFECTIVE PRODUCT AND SHALL NOT, IN ANY EVENT, EXCEED THE PRICE PAID TO KENTROX FOR THE PARTICULAR PRODUCT OR SERVICE THAT IS THE SUBJECT OF THE CLAIM, REGARDLESS OF THE FORM OF ANY SUCH CLAIM.

### **LIMITATION OF LIABILITY**

Under no circumstances and under no theory of liability shall Kentrox be liable for procurement costs of substitute Products or services, lost profits, lost savings, loss of information or data, or any other special, indirect, consequential, or incidental damages, arising in any way out of the sale of, use of, or inability to use, any Kentrox Product or service, even if Kentrox has been advised of the possibility of such damages. Except for the liability of Kentrox under limitations, exclusions, and indemnities, regardless of whether any remedy set forth herein fails in its essential purpose, in no event shall the liability of Kentrox, if any, for damages relating to the Products or otherwise arising out of, related to, or in any way connected with this Agreement exceed the actual amount paid by Customer to Kentrox for the specific Kentrox Product that directly gave rise to the damages claimed, regardless of the form of action.

### **EXCLUSIONS**

The warranties set forth above are exclusive and in lieu of all other warranties. Kentrox makes no other warranties, express or implied, and Kentrox expressly disclaims all other warranties including, but not limited to: implied warranties of merchantability, fitness for a particular purpose, non-interference, non-infringement, and/or satisfactory quality. These other warranties are hereby excluded to the extent allowed by applicable law and are expressly disclaimed by Kentrox, its suppliers and licensors. The provisions set forth state Kentrox's entire responsibility and Customer's sole and exclusive remedy with respect to any breach of any warranty or contract.

### **INFRINGEMENT INDEMNITY**

Subject to the restriction in this Limited Warranty, Kentrox shall assume responsibility for any suit or proceeding brought against Customer, insofar as it is based on a claim that a Product, or any part thereof, furnished by Kentrox, infringes upon any United States trademark, patent or intellectual property rights; provided, however, that Kentrox shall have been given timely notice in writing of the assertion of any such claim and of the threat or institution of any such suit or proceeding, and all authority, information, and reasonable assistance required for the defense of same.

### **GOVERNING LAW**

Any action, regardless of form, arising out of the Agreement between Kentrox and Customer is governed by the laws of the State of Ohio.

### **TRANSFER OF OWNERSHIP**

Transfer of Product ownership or software rights from the original Kentrox purchaser, excluding distributors and resellers, or from the original Kentrox licensee will void all existing Kentrox warranties of any kind.

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