

# Austco Limited Hardware Warranty Statement

## Limited Warranty on New Products, Services, and Repairs

Austco branded hardware products purchased from Austco may come with a 1-year, 2-year, or 5-year limited hardware warranty. Refer to your local Austco office for information on which product has what type of warranty coverage.

For a period of one, two, or five years from the date of shipment from the factory, Austco branded products are expected to function properly and be free of defects in materials and workmanship.

If an Austco product fails during the warranty period, return it to our factory. Austco will repair the product or replace it (Austco option) at no charge, and pay the cost of returning the product to you.

Service work, repairs, replacements parts, and modifications are warranted to be free of defects in materials or workmanship for the remainder of the original warranty or one year from the date of shipment from our factory after repair or service, whichever is longer.

## 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.
- 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 Austco to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of this product.
- Cartons, cables or accessories used in conjunction with this product.
- Software.

Without limiting any other exclusion herein, Austco does not warrant that the product covered hereby, including, without limitation, the 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 technology with which the product may be used.

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## Modifications / Exceptions / Exclusions

- 1) This warranty is void if in the opinion of Austco, the product has been damaged by accident, mishandled, altered, improperly serviced, or repaired by non-Austco personnel where such treatment has affected its performance or reliability.

In the event of such misuse/abuse by the customer, costs for repairs plus two-way freight costs will be borne by the customer.

A product found defective should be returned to the factory carefully packed, as the customer will be responsible for freight damage.

- 2) This warranty is deemed void if the warranty claim to Austco product is found to have been:
  - a) Installed by unqualified personnel who have not received suitable training from an approved Austco Reseller or an Austco Technician.
  - b) Has not been serviced and maintained annually since its unified purchase date by an Austco authorized and certified service agent.
- 3) Incidental or consequential damages or costs incurred as a result of product malfunction are not the responsibility of Austco.
- 4) Except as outlined by the limited Hardware warranty, all other conditions and warranties are hereby excluded.

Under no circumstances shall Austco be liable to pay compensation for any injury, loss, or damage sustained by Resellers, Resellers' representatives, Resellers' customers or any other buyer of Austco products.

The sole liability of Austco is limited to the replacement of any non-conforming hardware products.

- 5) Warranty Claims: If during the period of a warranty, a customer believes that an Austco product is defective under normal use and service due solely to defective materials, design, or workmanship, the customer must:
  - a) Notify Austco in writing via the Return Material Authorization process such details of the defect as Austco reasonably requests as well as proof of date of purchase/invoice.
  - b) Upon the request of Austco and in accordance with Austco's standard procedures, return the defective product to Austco at the shipper's expense and risk.

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## Austco's Warranty Policy

Austco and Austco authorized representatives provide warranty support only to the original purchaser. End-users that did not purchase directly from Austco or from an authorized Austco representative must go through their original purchaser regarding:

- Warranty claims
- Requests for information or other support
- Orders for post-warranty repair and service

Repairs or attempts to repair Austco products performed by customers (owners) shall be called owner repairs.

- 1) Owner repairs of Austco products do NOT necessarily void the warranty coverage simply as a consequence of them being performed, IF, the owner has certified competency to perform such repairs.
- 2) Owners may make repairs of any part or assembly, or replace defective parts or assemblies with Austco manufactured spares or authorized substitutes without voiding warranty coverage of the entire product, or parts thereof. Defective parts or assemblies removed by the owner may be returned to Austco for repair or replacement within the terms of the warranty, without the necessity to return the entire product. If the owner makes a successful repair, the repaired part will continue to be covered under the original warranty, as if it had never failed. Austco is not responsible for any costs incurred as a result of owner repairs or equipment downtime.

Austco reserves the right to refuse warranty coverage on a claim-by-claim basis based on our judgment and discretion. Austco will **NOT** honor a warranty claim if in the opinion of Austco, the product, assembly, or part has been damaged by accident, mishandled, altered, or repaired by the customer where such treatment has affected its performance or reliability.

**Example:** If an equipment owner's technician attempts a repair, Austco presumes the qualifications of the technician have been deemed acceptable to the owner. The equipment owner is free to use their judgment about who is assigned to repair equipment, BUT the equipment owner is also responsible for the outcome of the repair. The decision about what repairs are attempted and by whom is entirely up to the owner.