



**waystream**

# **General Product Warranty**

**Terms and Conditions  
2020-04-01**



## 1 General Product Warranty

The warranty Start Date for any Waystream AB ("WAYSTREAM") product begins on (i) the date the product's title transfers from WAYSTREAM to Customer as defined according to INCOTERMS 2010 or (ii) in the case of resale by an authorized WAYSTREAM distributor, the earlier of (a) ship out date from distributor to Customer as registered by distributor to WAYSTREAM or (b) ninety (90) days after original shipment of the product from WAYSTREAM warehouse to the distributor.

### 1.1 Hardware – Limited Product Warranty

WAYSTREAM warrants that a WAYSTREAM hardware product purchased by customer ("Hardware") shall perform substantially in accordance with the then-current applicable Product Specification for a period of one (1) year from the Start Date.

This product warranty extends only to the original purchaser.

Customer's sole and exclusive remedy shall be for WAYSTREAM, at its discretion either repair, replace, refund or provide a workaround for the non-conforming Hardware.

WAYSTREAM may at its discretion use refurbished or new equipment to substitute the Hardware.

WAYSTREAM will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at WAYSTREAM repair centre. Actual delivery time may vary depending on the customer location.

WAYSTREAM obligations hereunder are conditioned upon the return of the affected Hardware in accordance with WAYSTREAM's current Return Material Authorization (RMA) procedures

### 1.2 Restrictions

The above listed Limited Product Warranty does not apply if the Product or the Software running on it (i) has been altered by someone other than WAYSTREAM or (ii) has not been installed, operated, repaired or maintained in accordance with instructions supplied by WAYSTREAM or (iii) has been subjected to physical, thermal or electrical stress, abnormal environmental conditions, misuse, negligence, or accidents that do not conform with the stated performance specifications as defined by WAYSTREAM or (iv) has been licensed and/or loaned and/or provided for beta, evaluation, testing or demonstration purposes or (v) is subject to an epidemic failure where more than three percent (3%) of the total installed base is affected by the same root cause.

In addition, if it is determined by WAYSTREAM that Customer is not using certified SFP modules or other accessories with WAYSTREAM product, WAYSTREAM reserves the right to void the Product Warranty and/or Service and/or Support Agreement.

The Hardware is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and WAYSTREAM disclaims any express or implied warranty of fitness for such uses.

The Warranty also specifically does not apply to:

1. Any temporary and/or test and/or trial; OR
2. Any Hardware running software not made publicly available by WAYSTREAM.

### 1.3 Dead On Arrival ("DOA")

A product is defined as dead on arrival ("DOA") if it suffers a material failure to substantially perform in accordance with the Hardware's technical specifications upon its first use out of the box within up to thirty (30) days from the Start Date. DOA does not include cosmetic or other deficiencies that do not materially affect Hardware performance.

WAYSTREAM will provide expedited replacement of affected field replaceable units of Hardware that are DOA. A new field replaceable unit will be shipped from WAYSTREAM warehouse at earliest



possible time from WAYSTREAM receipt and validation of customer's claim. Such claim must be made in accordance with WAYSTREAM's current RMA procedures.

Defective Hardware must be returned within thirty (30) days of failure, or Customer pays list price of replacement Hardware.

#### 1.4 Return policy and Transportation costs

If the Hardware item has been purchased through a distributor the Customer must make its warranty claim to the distributor.

Any Hardware item can only be returned with a RMA number obtained in accordance with WAYSTREAM's current RMA procedures (see <https://www.waystream.com/en/support/warranty/>). WAYSTREAM is not responsible for Hardware items returned without a valid RMA number.

The RMA number must be included on the outside carton label of the returned item.

Transportation costs and risk to WAYSTREAM shall be borne by Customer. Transportation cost and risk incurred with the redelivery of a repaired or replaced item shall be borne by WAYSTREAM. If, however, WAYSTREAM reasonably determines the returned item to be functional (NFF = No Fault Found), the Customer shall pay any transportation costs and the cost of troubleshooting.

If WAYSTREAM determines that the allegedly defective item is not covered by the terms of the warranty or that a warranty claim is made after the warranty period, the cost of troubleshooting and repair by WAYSTREAM, including all shipping expenses, shall be paid by Customer.

#### 1.5 Disclaimer of Warranty

EXCEPT AS EXPRESSLY SET FORTH ABOVE, WAYSTREAM 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, WAYSTREAM DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

#### 1.6 Limitation of liability

IN NO EVENT WILL WAYSTREAM OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY 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 WAYSTREAM OR ITS AFFILIATE OR SUPPLIER 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. IN ADDITION WAYSTREAM SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO WAYSTREAM, WHETHER UNDER WARRANTY OR NOT.