



Waystream
General Product Warranty
(2022-03-04)

1. DEFINITIONS

This document constitutes the current and

For the purposes of the General Product Warranty, the highlighted terms below shall have the following meaning:

“Customer” refers to the user of Waystream Products that is the final purchaser or licensee that has acquired Products for its own internal use and not for resell, remarketing or distribution and that has been identified as a purchaser or licensee by Waystream or its partner.

“Defect” means a non-insignificant, functionality affecting, failure of a Hardware or Software Product to comply with the applicable Product Specification.

“Hardware” (i) means Waystream hardware product purchased by Customer.

“Non-Genuine Products” are any and all products:

- (ii) to which a Waystream trademark has been affixed without Waystream’s consent,
- (iii) that has not been manufactured by Waystream or by a licensed manufacturer of Waystream,
- (iv) are produced with the intent to counterfeit or imitate a genuine Waystream product, or
- (v) products where any form of copyright notice, trademark, logo, confidentiality notice, serial number or other product identifier have been removed, altered or destroyed.

“RMA” means return material authorization. In the case of Defective Hardware, the Partner uses this procedure to return the Defective item and to receive a repaired or replaced Product.

“Start Date” means the date when the warranty period for a Waystream product begins.

2. GENERAL

2.1. The warranty Start Date for any 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.

2.2. This warranty applies only to genuine Waystream product. Any warranty support or services for a product determined to be a Non-Genuine Product is void.

3. HARDWARE – LIMITED PRODUCT WARRANTY

- 3.1. Waystream warrants that a Hardware shall perform substantially in accordance with the then-current applicable Product Specification for a period of one (1) year from the Start Date.
- 3.2. This product warranty extends only to the original purchaser.
- 3.3. 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.
- 3.4. Waystream may at its discretion use refurbished or new equipment to substitute the Hardware.
- 3.5. 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.
- 3.6. Waystream obligations hereunder are conditioned upon the return of the affected Hardware in accordance with Waystream's current Return Material Authorization ("RMA") procedures

4. PRODUCT WARRANTY FOR SPECIFIC PRODUCTS

- 4.1. The terms for the specific products listed in this Chapter supersede the general Limited Product Warranty for Hardware where such terms overlap. All other terms in this agreement remain in effect and applied for the products listed below.

4.2. Warranty period for Optical Modules (SFP, SFP+)

Waystream warrants that an Optical Module (SFP or SFP+) purchased after 2016-01-01 shall perform substantially in accordance with the then-current applicable Product Specification for a period of five (5) years from the Start Date.

4.3. Warranty period for MS7000, MS8000, ASR7000 and ASR8000 series switches

Waystream warrants that a switch in the MS7000, MS8000, ASR7000 or ASR8000 series purchased after 2019-01-01 shall perform substantially in accordance with the then-current applicable Product Specification for a period of two (2) years from the Start Date.

5. RESTRICTIONS

- 5.1. The above listed Limited Product Warranty does not apply if the Product or the Software running on it in the following situations:
 - i. It has been altered by someone other than Waystream,
 - ii. It has not been installed, operated, repaired or maintained in accordance with instructions supplied by Waystream,
 - 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,
 - 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.

- 5.2. 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.
- 5.3. 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.
- 5.4. The Warranty also specifically does not apply to:
- i. Any temporary and/or test and/or trial, or
 - ii. Any Hardware running software not made publicly available by Waystream.
- 5.5. Waystream shall only be obligated under its warranty for Hardware with Defects that are reproducible by Waystream in the lab environment. Thus, Waystream may refuse any Hardware not accompanied by complete RMA information, including the description of the Defect and such refused shipments will be returned to Customer freight collect.

6. DEAD ON ARRIVAL ("DOA")

- 6.1. 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.
- 6.2. 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.
- 6.3. Defective Hardware must be returned within thirty (30) days of failure, or Customer pays list price of replacement Hardware.

7. RETURN POLICY AND TRANSPORTATION COSTS

- 7.1. If the Hardware item has been purchased through a distributor the Customer must make its warranty claim to the distributor.
- 7.2. Any Hardware item can only be returned with an 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.
- 7.3. The RMA number must be included on the outside carton label of the returned item.
- 7.4. Transportation costs and risk to Waystream shall be borne by Customer. Transportation cost and Waystream 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.
- 7.5. 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.

8. DISCLAIMER

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.

9. LIMITATION OF LIABILITY

In 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.

10. FORCE MAJEURE

- 10.1. Waystream is entitled to postpone the performance of its obligations and is relieved from the consequences of non-performance of its obligations under the Agreement where such performance is prevented, rendered significantly more complicated, or unduly rendered more costly due to a circumstance beyond the control of the Waystream, and which the Waystream neither could nor reasonably should have foreseen at the time of execution of the Agreement. Such circumstance ("Force Majeure Event") can comprise, e.g., war or warlike situations, civil war, military mobilisation or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, fire, flood, natural disaster, epidemic, pandemic, break-down of means of transport, discontinuation of the supply of energy, strike, lock-out or other general or local industrial action (notwithstanding that the Waystream itself is a Waystream to the action), requisition, seizure, public authority order, trade restrictions, payment restrictions, or currency restrictions, or circumstance comparable therewith. Any delay in delivery on the part of any party assisting Waystream in the performance of the agreement which is caused by any such Force Majeure Event, shall also constitute grounds for discharge from liability.