

## Warranty Policy

**Limited Warranty:** SMC Networks ("SMC") warrants all its products to be free of manufacturing defects in workmanship and materials, under normal use and service, for the applicable warranty term. All SMC products carry a standard 90-day limited warranty from the date of purchase from SMC or its Authorized Reseller. SMC may, at its own discretion, repair or replace any product not operating as warranted with a similar or functionally equivalent product, during the applicable warranty term.

The standard limited warranty can be upgraded to a Additional Limited warranty by registering new products within 30 days of purchase from SMC or its Authorized Reseller. Registration can be accomplished via returning to SMC the enclosed product registration card or online via the SMC web site. Failure to register will not affect the standard 90-day limited warranty. The Additional Limited warranty covers a product for a period of 3 years from the date the product is purchased from SMC or its authorized Reseller.

All products that are replaced become the property of SMC. Replacement products may be either new or reconditioned. Any replaced or repaired product carries either a 30-day limited warranty or the remainder of the initial warranty, whichever is longer. SMC is not responsible for any custom software or firmware, configuration information, or memory data of Customer contained in, stored on, or integrated with any products returned to SMC pursuant to any warranty. Products returned to SMC should have any customer-installed accessory or add-on components, such as expansion modules, removed prior to returning the product for replacement. SMC is not responsible for these items if they are returned with the product.

Customers must contact the party whom the customer purchased the product and return the defective product to such party for repairs or replacement, as the case may be. Proof of purchase may be required. Customers are responsible for all shipping charges from their facility to the party from which the customers purchased the products.

**WARRANTIES EXCLUSIVE:** IF AN SMC PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT IN QUESTION, AT SMC OPTION. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMC NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. SMC SHALL NOT BE

LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

**LIMITATION OF LIABILITY:** IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL SMC BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF SMC OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME COUNTRIES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE. NOTHING IN THIS WARRANTY SHALL BE TAKEN TO AFFECT YOUR STATUTORY RIGHTS.

Under the Additional Limited warranty, internal and external power supplies, fans, and cables are covered by a standard one-year warranty from date of purchase.

### SMC Networks Asia Pacific

1 Coleman Street, #07-09 The Adelphi, Singapore 179803

Tel: +65-6338 7667 Fax: +65-6338 7767 URL: [www.smc-asia.com](http://www.smc-asia.com)