



1458 E Calaveras Blvd
Milpitas, CA 95035
<http://www.echola.com/optical>
<mailto:sales@echola.com>

Support Start Date

"Start Date," as used in this policy, means the date this product is shipped from the manufacturing facilities of Echola Systems, LLC. ("Echola Systems").

Warranty Start Date

"Start Date" as used in this policy means the date this product is shipped from the manufacturing facilities of Echola Systems, LLC. ("Echola Systems").

Limited Hardware Warranty

Unless stated otherwise, Echola Systems warrants that for a period of one (1) year from the Start Date, the Echola Systems hardware purchased by customer ("Hardware") shall be free of defects in material and workmanship under normal authorized use consistent with the product instructions. This product warranty extends only to the original purchaser of the Hardware from an authorized Echola Systems reseller or Echola Systems, itself. If Echola Systems receives notice during the warranty period that any Hardware does not conform to its warranty, Customer's sole and exclusive remedy, and Echola Systems sole and exclusive liability, shall be for Echola Systems, at its sole option, to either repair or replace the non-conforming Hardware in accordance with this limited warranty. Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Echola Systems. Echola Systems will use commercially reasonable efforts to ship the replacement Hardware within twenty (20) business days after receipt of the product at a Echola Systems Repair Center. Actual delivery times may vary depending on the customer's location.

Limited 90-day Software Media Warrant

Echola Systems warrants that for a period of ninety (90) days from the Start Date, the media on which the software embedded in the Hardware ("Software") is recorded shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The sole and exclusive remedy of the customer and the entire liability of Echola Systems under this limited warranty shall be the replacement of the media containing the Software.

Extended Warranty & Support

The extended warranty and support offer is optional and is available upon request. For example, if you have purchased 5 years extended warranty, the support will continue until the end of the 5-year term. For international orders, support is offered only remotely. The customer must arrange internet access to the box for diagnosis.

Restrictions

No warranty will apply if the Hardware or Software (i) has been altered, except by Echola Systems; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Echola Systems in the enclosed documentation; (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Hardware or Software 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 Echola Systems disclaims any express or implied warranty of fitness for such uses. The customer is solely responsible for backing up its programs and data to protect against loss or corruption. Echola Systems' warranty obligations do not include installation support. Notwithstanding anything contrary, no warranty shall apply beyond the published End of Support date for Hardware or Software as described in the Echola Systems End of Life Policy and Procedure.

Dead On Arrival ("DOA")

For hardware that is considered Dead On Arrival (DOA) within the first thirty (30) days from the shipment date of the product from Echola Systems manufacturing facilities, Echola Systems will provide an expedited replacement of the affected field replaceable unit (FRU). A new unit will be made available for shipment from a designated Echola Systems manufacturing facility within two (2) business days of RMA issuance. The defective product must be returned within ten (10) days from receipt of the replacement unit, or the customer will be invoiced the full purchase price of the replacement part. If international customs clearance is required, customers should allow additional transit and customs clearance time. End-of-Life products are excluded from this expedited DOA replacement coverage.

Hardware Return Procedures

Any defective item can only be returned if it references a return material authorization ("RMA") number issued by authorized Echola Systems service personnel. To request an RMA number, the customer must contact Echola Systems Technical support at support@echola.com. ECHOLA SYSTEMS will only assist customers with online RMA processing under the terms of this warranty and will not provide any troubleshooting, configuration, or installation assistance. Telephone calls to ECHOLA SYSTEMS will not be accepted unless the customer has purchased a valid Echola Systems service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to Echola Systems shall be borne by the customer to the in-country location, if available. Echola Systems shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If Echola Systems reasonably determines that the item is functional, the customer shall pay any transportation cost. If Echola Systems determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Echola Systems, including all shipping expenses, shall be paid by the customer. The Product Warranty only applies to parts that are eligible for repair or replacement; please refer to the Echola Systems Hardware Replacement Eligible parts document for details.



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Limitation of Liability

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL ECHOLA SYSTEMS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, HYBRID, 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 ECHOLA SYSTEMS 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 THE 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 THE CUSTOMER. IN ADDITION, ECHOLA SYSTEMS SHALL NOT BE LIABLE FOR THE CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO ECHOLA SYSTEMS, WHETHER UNDER WARRANTY OR NOT.