

Avaya Global Product Warranty Policy for End Users

Scope of Policy

Avaya warrants to End User that during the applicable warranty period the Avaya Products will conform to and operate in accordance with the applicable Documentation in all material respects.

This policy applies globally to all Avaya Products purchased by End Users directly from Avaya. In the United States and Canada it also applies to Products purchased by End Users from Avaya Channel Partners. It does not apply to Products acquired by End Users from Channel Partners outside of the United States and Canada where the warranty to the End User is provided by the Channel Partner and not by Avaya.

Standard Limited Warranty Period for Hardware

Unless otherwise stated specifically by Avaya, the following periods apply:

- a) Twelve (12) months, beginning on the In-Service date, for Hardware purchased directly from and installed by Avaya.
- b) Twelve (12) months, beginning on the Delivery Date, for all other Hardware purchased directly from Avaya or a Channel Partner where Avaya does not install the Hardware. This includes Hardware purchased by Channel Partners for internal use.

Standard Limited Warranty Period for Software and Software Media

Unless otherwise stated specifically by Avaya, the following periods apply:

- a) Ninety (90) days, beginning on the In-Service Date, for Software purchased directly from and installed by Avaya.
- b) Ninety (90) days, beginning on the Delivery Date, for all other Software purchased directly from Avaya or a Channel Partner where Avaya does not install the Software. This includes Software purchased by Channel Partners for internal use.

Select Product Lifetime Warranty

Avaya offers a lifetime warranty for select Avaya Data Solutions Products, as specified at Avaya's support site <https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20091120112456651010>. The lifetime warranty begins on the Delivery Date and ends five (5) years after the Product's End of Sale date, as determined by Avaya.

Warranty Exclusions

The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) use of the Products in violation of the license granted by Avaya or in a manner inconsistent with the Documentation;

(ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) failure to follow installation, operation or maintenance instructions; (v) failure to permit Avaya timely access, remote or otherwise, to Products; or (vi) failure to implement all new updates to Software. An “Update” is a change in the Software that provides corrective content for maintenance purposes only. Updates are generally available to Products under warranty and to subscribers to Avaya’s Product support or maintenance services. Warranties do not extend to Products that have been altered (including alteration of serial numbers), serviced or modified by a party other than Avaya or a third party specifically authorized by Avaya to provide the service or modification.

Products from Third Parties

Avaya provides Third Party Products on an “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND unless Avaya specifies otherwise. However, such Third Party Products may carry their own warranties and Avaya shall pass through to End User any such warranties to the extent authorized. Exercise of such warranty shall be directly between End User and the third party provider.

Toll Fraud

Avaya does not warrant that Products will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of End User. The term “Toll Fraud” refers to the unauthorized use of telecommunications services or facilities accessed through or connected to the Products.

Warranty Procedures and Remedies

End Users who purchased the Product directly from Avaya should contact Avaya. End Users who purchased the Product from an authorized Avaya Channel Partner in the United States or Canada should contact the Channel Partner for assistance in making warranty claims to Avaya. If a Product is not in conformance with the warranty above and Avaya receives a written notice during the applicable warranty period describing in reasonable detail how the Product failed to be in conformance, and including evidence that the product is under warranty (i.e. a valid invoice, and in some cases this may also require Product registration with Avaya), Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product; or (ii) refund the applicable fees upon return of the non-conforming Product to Avaya. For Software warranty, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Avaya will become Avaya’s property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. **THESE REMEDIES WILL BE END USER’S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES END USER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.**

Disclaimers

EXCEPT AS REFERENCED AND LIMITED IN THIS DOCUMENT, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH

REGARD TO ANY PRODUCTS. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. IN ADDITION, NEITHER AVAYA NOR ITS SUPPLIERS MAKE ANY WARRANTY, EXPRESS OR IMPLIED, THAT SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR SOFTWARE WILL RENDER AN END USER'S NETWORK OR PARTICULAR NETWORK ELEMENTS SAFE FROM INTRUSIONS AND OTHER SECURITY BREACHES. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THIS DOCUMENT WILL BE END USER'S SOLE AND EXCLUSIVE REMEDIES.

General

This policy applies to all Products sold under the Avaya brand including heritage Nortel products, and combines and supersedes all earlier versions.

To the extent there is a conflict between this policy and an agreement between Avaya and the End User or Channel Partner, the terms of the agreement will prevail.

If any provision of this policy is determined to be unenforceable or invalid by court decision, the policy will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

Avaya is not responsible for any warranty, support or maintenance commitments made by Channel Partners or other service providers. Avaya reserves the right to amend or change this policy at its sole discretion at any time, and this policy shall not be interpreted to create any contractual obligation by Avaya to provide support to any specific customer, Channel Partner or other service provider.

Definitions

“Channel Partner” means a company authorized by Avaya to purchase or license Avaya Products or services and to resell them as so authorized.

“Delivery Date” means the date on which Avaya or the Channel Partner, as the case may be, delivers the Products to End Users, or in the case of Software features that are enabled by license files, software activations or any other electronic means, “Delivery Date” means the date when the Product or Product features are enabled in Avaya’s license management systems.

“Documentation” means information published by Avaya in varying mediums which may include product information, operating instructions and performance specifications that Avaya generally makes available to users of its Products. Documentation does not include marketing materials.

“End User” means a third party that purchases Products from Avaya or a Channel Partner in the United States or Canada for the internal use by such third party and not for resale or sublicense.

“Hardware” means the standard hardware products that End User orders and Avaya delivers directly or through a Channel Partner in the United States or Canada. Hardware does not include any customized deliverables that Avaya creates specifically for End User.



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“In-Service Date” means the date of notification to End User that the Products are installed in good working order in accordance with applicable Documentation.

“Product” means Hardware and Software, or any combination thereof.

“Software” means the computer programs in object code form that End User orders and Avaya delivers directly or through a Channel Partner in the United States or Canada, whether as stand-alone products or pre-installed on Hardware. Software does not include any customized deliverables that Avaya creates specifically for End User.

“Third Party Products” means any products manufactured by a party other than Avaya, and may include, without limitation, products ordered by End User from third parties pursuant to Avaya’s recommendations. However, components of Avaya-branded Products are not Third Party Products if they are both: (i) embedded in Products (i.e., not recognizable as standalone items); and (ii) not identified as separate items on Avaya’s price list, quotes, order specifications forms or Documentation.

More Information

For additional information about Avaya Product Warranties please refer to the following website:

<https://support.avaya.com/helpcenter/getGenericDetails?detailId=C20091120112456651010> .