# Proxim General Warranty Policy

*The following is a general summary of warranties Proxim Wireless Corporation (Proxim) provides for its products. This document itself does not create any warranty rights or obligations. Contractual warranty provisions are contained in Proxim's agreements with its direct customers, who (if distributors or resellers) then typically pass the benefits of the warranties through to their customers. In the event of any inconsistency between the terms of this summary of general warranty policies and contractual warranty provisions, the contractual warranty provisions control.*

## Scope of Hardware Warranty:

Proxim generally warrants that its broadband wireless hardware products:

- Will perform in accordance with the products' specifications,
- Are free and clear of any security interest, lien, or encumbrance,
- Are free from factory defects in material and workmanship, and
- Are manufactured, labeled, and packaged in compliance with any applicable United States federal laws and regulations in effect at the date of delivery of the products to Proxim's customer.

## Duration of Hardware Warranty:

The duration of Proxim's warranties for its broadband wireless hardware products is generally **one (1) or two (2) years**, provided that some products have different warranty periods as established by Proxim from time to time such as:

- Cables and Other Accessories: **Thirty (30) – One Hundred Eighty (180) days**
- **Software: Ninety (90) days**

The warranty period generally starts on the date of delivery by Proxim to Proxim's direct customer (typically a distributor), but in some situations for shorter - term warranty products (one year or less), the warranty may start from the date of delivery by Proxim's direct customer to the initial purchaser of the products from Proxim's direct customer.

## Repair or Replacement of Non-Conforming Product:

When Proxim determines that a returned product does not meet the warranted criteria during the warranty period, Proxim, at its option, will either: (a) repair the defective product; (b) replace the defective product with a new or refurbished product that is at least equivalent to the original; or (c) refund the price paid for the defective product. Generally, products are repaired or replaced within thirty (30) business days of receipt of the product at a Proxim Logistical/Repair Center. The warranty period for repaired or replacement products is ninety (90) days or the remainder of the original warranty period, whichever is longer. These three alternatives constitute the customer's sole and exclusive remedy and Proxim's sole and exclusive liability under warranty provisions.

## In-Warranty Repair or Replacement Procedures:

If a direct or indirect customer has a Proxim product which they believe is still in warranty but does not meet the warranted criteria, that person can contact a Proxim Customer Service Center either by telephone or via the Internet. Calls for warranty issues for products that are near the end of their warranty period should be made no later than seven (7) days after expiration of warranty. Contact information is shown below.

- USA and Canada Toll-Free: +1 866- 674-6626
- International: +1 408-383-7700

When contacting the Customer Service Center for support, please be prepared to provide the product description and serial number and a description of the problem. The serial number should be on the product.

In the event the Customer Service Center determines that the problem can be corrected with a software update, you may be instructed to download the update from Proxim's web site or, if that's not possible, the update will be sent to you. In the event the Customer Service Center instructs you to return the product to Proxim for repair or replacement, the Customer Service Center will provide you with a Return Material Authorization ("RMA") number and shipping instructions. **No product will be accepted for repair or replacement by Proxim without an RMA number.** The product must be

returned to Proxim, properly packaged to prevent damage, shipping and handling charges prepaid by the customer, with the RMA number prominently displayed on the outside of the container. Proxim will repair or replace with compatible product at its discretion and return the product, shipping prepaid by Proxim, exclusive of any import duties or taxes, which are the responsibility of the customer.

If Proxim determines that a returned product is not defective or is not covered by the terms of the warranty, you may be charged a service fee and return shipping charges.

Additional support information can be found on Proxim's web site at http://support.proxim.com.

## Extended Warranty / Out-of-Warranty:

Repair of products that are out of warranty will be subject to a repair fee. Proxim does offer extended warranties and enhanced service options for its direct and indirect customers who desire those enhanced features. Please contact Proxim Customer Service Center either by telephone or via the Internet if you would like more information about these options.

## Software-Specific Provisions:

Proxim generally warrants that its standalone software products will perform substantially in accordance with the applicable Proxim documentation for the software product for a period of ninety (90) days from delivery to Proxim's direct customer.

If Proxim software fails to comply with the warranty set forth above, Proxim will, at its discretion and as the customer's exclusive remedy, (i) make a reasonable effort to cause the software to perform substantially in accordance with the applicable documentation or (ii) return the purchase price.

This limited warranty applies only if all copies of the product, together with proof of purchase, are returned to Proxim during the warranty period.

This limited software warranty is VOID if failure of the software is due to modification of the software not made by Proxim or the abuse or misapplication of the software. Proxim does not warrant that any software is error free, that the customer will be able to operate the software without problems or interruptions, or that the software or any equipment, system or network on which the software is used will be free of vulnerability to intrusion or attack.

## Warranty Limitations:

Proxim's warranties do not apply to any product (hardware or software) which has (a) been subjected to abuse, misuse, neglect, accident, or mishandling, (b) been opened, repaired, modified, or altered by anyone other than Proxim, (c) been used for or subjected to applications, environments, or physical or electrical stress or conditions other than as intended and recommended by Proxim, (d) been improperly stored, transported, installed, or used, or (e) had its serial number or other identification markings altered or removed.

## Warranty Disclaimer:

PROXIM'S SPECIFIC WARRANTIES SUMMARIZED ABOVE ARE THE ONLY WARRANTIES GIVEN BY PROXIM WITH RESPECT TO ITS PRODUCTS (HARDWARE AND SOFTWARE) AND ARE GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR ARISING BY CUSTOM, TRADE USAGE, OR COURSE OF DEALING, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND PROXIM DISCLAIMS ANY AND ALL OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. Without limiting the generality of the foregoing sentence, Proxim makes no warranty representation, either expressed or implied, as to, and disclaims all liability and responsibility for, (a) the operation, compliance, labeling, or packaging of any of its products under the laws of any jurisdiction outside of the United States of America and (b) the regulatory compliance of any products in any jurisdiction in which it has not specifically identified compliance or the use of any product in any jurisdiction in any manner other than as contemplated in the regulatory certifications and approvals for that product in that jurisdiction. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the warranty period. The disclaimer and exclusion applies even if the express warranty fails of its essential purpose.

## General Technical Support:

Proxim's general technical support policy can be found at Proxim's website at http://proxim.com/support



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