

LIMITED LIFETIME WARRANTY

Preconditions:

Applicable products: The applicable products mean the following managed switches and fiber transceivers from ZyXEL Communications, Inc. ("ZyXEL" or "ZyXEL USA") that are purchased directly from ZyXEL USA, its Authorized Distributors or its Authorized Resellers after June 1, 2010 ("Product" or "Products"):

Web Managed Switches

- ES1528** - 24 Port 10/100 Web Managed Switch w/4 Uplink Ports
- ES1552** - 48 Port 10/100 Web Managed Switch w/4 Uplink Ports
- GS1524** - 24 Port 10/100/1000 Web Managed Switch w/4 Uplink Ports
- GS1500-24P** - 24 Port 10/100/1000 Web Managed POE Switch
- GS1548** - 48 Port 10/100/1000 Web Managed Switch w/4 Uplink Ports

Managed 10/100 Fast Ethernet Switches

- ES315F** - 4-Port Fast Ethernet w/SFP Port
- ES2108-G** - 8-Port Layer 2 Managed Switch with GbE/SFP Port
- ES2108PWR** - 8-Port Layer 2 Managed Switch w/Power over Ethernet (POE)
- ES2108** - 8-Port Layer 2 Managed Switch
- ES2108DC** - 8-Port Layer 2 Managed Switch (DC Version)
- ES2024A** - 24-Port Layer 2 Managed Switch w/2 Gigabit Ports
- ES2024PWR** - 24-Port Layer 2 Managed Switch w/POE
- ES3124** - 24-Port Layer 2+ Managed Switch w/2 GbE Ports & 2 Shared GbE/SFP Ports
- ES3124F** - 24-Port Layer 2+ Managed Fiber Switch w/2 GbE Ports & 2 Shared GbE/SFP Ports
- ES3124FDC** - 24-Port Layer 2+ Managed Fiber Switch w/2 GbE Ports & 2 Shared GbE/SFP Ports (DC Version)
- ES3124PWR** - 24-Port Layer 2+ Managed Switch w/Power over Ethernet (POE)
- ES3148** - 48-Port Layer 2+ Managed Switch

Managed 10/100/1000 Gigabit Switches

- GS2200-24** - 24-Port Gigabit + 4 Dual Personality (GBE RJ-45/SFP) (28 Total Ports)
- GS2200-48** - 44-Port Gigabit + 4 Dual Personality (GBE RJ-45/SFP) + 2 Stacking SFP
- GS4012F** - 12-Port Layer 3+ Managed Gigabit Fiber Switch
- GS4012FDC** - 12-Port Layer 3+ Managed Gigabit Fiber Switch DC VERSION
- GS4024** - 24-Port Layer 3+ Managed Gigabit Switch

Fiber Transceivers

- SFP-SX** - 1000SX (Multi-Mode)
- SFP-LX-10** - 1000LX (Single-Mode)
- SFP-LHX1310-40** - 1000LHX (Single-Mode)
- SFP-BX1490-10** - Standard Optical Fiber
- SFP-BX1310-10** - Standard Optical Fiber
- SFP-ZX-80** - 1000ZX (Single-Mode)
- SFP-100FX-2** - 100FX (Multi-Mode) SFP Transceiver
- SFP-100LX-20** - 100LX (Single-Mode) SFP Transceiver
- SFP-100BX1310-20** - 100BX (Single-Mode) SFP Transceiver
- SFP-100BX1550-20** - 100BX (Single-Mode) SFP Transceiver
- SFP-100TX** - 100BASE TX SFP Transceiver 100m
- SFP-1000T** - Gigabit RJ-45 Copper SFP Transceiver 100m

Non-Qualifying Products:

Any Product purchased outside of North America or Product exported, stored, or installed outside of North America is not covered by this Limited Lifetime Warranty. Nor is any Product intended to be sold with limited or no warranty based on a special pricing agreement covered by this Limited Lifetime Warranty. Furthermore, this Limited Lifetime Warranty does not cover any refurbished Product or Product sold "AS-IS" for the inventory clearance or liquidation and for these Products, ZyXEL, the sellers or liquidators expressly disclaim any warranty obligation whatsoever including, without limitation, this Limited Lifetime Warranty, notwithstanding anything stated herein to the contrary.

Hardware Warranty:

ZyXEL warrants the Hardware of the applicable Products named above, shall be free from defects in materials and workmanship and will conform to applicable specifications under normal use and service. If any covered item fails to conform to the foregoing warranty, ZyXEL, at its sole option, will, as the sole and exclusive remedy, repair or replace the item at ZyXEL's expense within a commercially reasonable time following the Customer's return of the defective item. ZyXEL may, at its own discretion, repair or replace any product not operating as warranted with the same or functionally equivalent or better product, during the applicable warranty term. Except as otherwise stated herein, warranty coverage period for the Hardware of applicable Product remains in effect as long as the original end user who is the Customer owns the Product.

In the event of Product discontinuance, the ZyXEL Limited Lifetime Warranty for the Hardware of the qualifying and applicable Product is limited to five (5) years from the announcement of said Product discontinuance. This Limited Lifetime Warranty is granted to the original end user purchaser who is the Customer of the qualifying and applicable Product and is not transferable. Any such transfer shall void the limited lifetime warranty.

Software Warranty:

ZyXEL warrants to Customer that for a period of ninety (90) days from the date of Customer's original purchase, ZyXEL Software embedded in the applicable Products, will, if operated as indicated in the user guide, substantially conform to the functionality described in the user guide, and that the media containing the ZyXEL software, if properly installed and operated in conformance with the user guide, shall be free from defects in material and workmanship. The sole and exclusive remedy of the Customer and the entire liability of ZyXEL under this Limited Lifetime Warranty shall be the replacement of the media containing the Software within the 90-day period from the date of original purchase from ZyXEL USA or its Authorized Distributor or its Authorized Reseller. Except as otherwise agreed by ZyXEL in writing, the replacement Software is provided only to the original licensee, and is subject to the remaining time period of the original 90-day warranty period and the same limitations and exclusions of the license granted by ZyXEL for the Software.

Restrictions:

The Limited Lifetime Warranty does not extend to any ZyXEL Products which have been subject to unusual physical or electrical stress, misuse, neglect, accident, alteration, modification, act of nature, improper application or installation, lack of reasonable care, damage that occurs in shipment, nor shall it extend to material which has been altered or repaired outside the ZyXEL authorized service center.

ZyXEL does not warrant that any embedded Software in the applicable Products is free from errors. This warranty is in lieu of all other warranties expressed or implied.

Return Procedures:

Customers must contact ZyXEL for an RMA (Return Material Authorization) number prior to returning any defective applicable Product to ZyXEL. Proof of purchase is required. ZyXEL customers are responsible for shipping, charges prepaid by customers, the defective unit of the Product to ZyXEL and the returned Product should be properly insured and shipped to ZyXEL Communications, Inc. at 1130 North Miller St., Anaheim, CA 92806, with the RMA number clearly marked on the outside of the package. Do not include any manuals or accessories in the shipping package. ZyXEL will not ship back any accessories. Please use a verifiable delivery carrier and obtain a tracking/delivery confirmation number (i.e. FedEx, UPS, DHL, Airborne, US Priority Mail, etc.) ZyXEL will not be responsible for any packages that are lost in transit to ZyXEL or do not have a carrier's confirmation of delivery. The repaired or replacement Product will be shipped to you with shipping charges prepaid by ZyXEL. (US and Canada only.) Any Product returned to ZyXEL without a valid RMA number on the outside of the package will be returned to customer at customer's expense. For warranty claims, please call technical support at (800)255-4101, option 5.

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