

ZYXEL LIMITED WARRANTY.

This document summarizes ZyXEL Communications, Inc. (ZyXEL)'s standard limited warranties. It is not meant to address exceptions that are outside of the scope of the standard warranty's terms or conditions.

Please note that some products have different warranty coverage, **including, but not limited to, the following:**

1. [Next-Generation Security Appliances: USG 40\(W\)/60\(W\)/110/210/310/1100/1900 and ZyWALL 110/310/1100.](#)
2. Legacy USG series: USG 20/20W/50/100/100-PLUS/200/300/1000/2000.
3. [Selected Switches and Transceivers are covered by ZyXEL's Limited Lifetime Warranty.](#)

For other products, the standard warranty applies. Please see below for details about the standard warranty.

ZyXEL Limited Warranty for Hardware. ZyXEL warrants to the original end user (purchaser) that the hardware portion of its product is free from any defects in materials or workmanship under normal use for a period of two (2) years from the date of purchase. During the warranty period, and upon proof of purchase, if the product fails due to faulty workmanship and/or materials, ZyXEL will, at its sole discretion, repair or replace the defective product or components. However, when repair or replacement is not practical, ZyXEL may, at its sole discretion elect to refund the original purchase price of the defective product. Any replacement may consist of a new or re-manufactured functionally equivalent product of equal value, and will be made solely at the discretion of ZyXEL. Repaired or replaced hardware is warranted only for the remainder of the original warranty period or 60 days from the date of replacement, whichever is longer, and is subject to the same exclusions and limitations as the original product. Unless expressly stated otherwise within this document, the purchaser is responsible for all shipping, labor, installation, and other costs associated with the repair and/or replacement. All hardware or part thereof that is replaced by ZyXEL, or for which the purchase price is refunded, shall become the property of ZyXEL upon replacement or refund.

ZyXEL Limited Warranty for Software. For a period of 30 days from the date of purchase, ZyXEL warrants to the original end user (purchaser) that: a) the software substantially conforms to functional specifications for the software, as set forth in the User's Guide, if the software is properly installed on the correct hardware and used as contemplated in the user's guide, and b) the media on which the software is furnished will be free of defects in materials and workmanship under normal use. ZyXEL does not warrant that the software will be error free or that it will operate without interruptions. During the warranty period, and upon proof of purchase, if the software product fails to perform as specified, ZyXEL will, at its sole discretion, replace the defective software product with software that substantially conforms to ZyXEL's functional specifications for the software. If ZyXEL, in its sole discretion, determines that replacement is not practicable, ZyXEL will, upon return of the defective software, refund that portion of the actual purchase price attributable to the software. Replaced software is warranted only for the remainder of the original warranty period or 30 days from the date of replacement,

whichever is longer, and is subject to the same exclusions, limitations, and licensing agreement as the original software. On refund of the purchase price, any license for the software automatically terminates. Unless expressly stated otherwise within this document, the purchaser is responsible for all shipping, labor, installation, and other costs associated with the replacement.

Non-Applicability of Warranties. The Limited Warranties provided hereunder for hardware and software portions of ZyXEL's products will not be applied to and does not cover any refurbished product and any product purchased through inventory clearance or liquidation sale or other sales in which ZyXEL, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product and in that case, the product is being sold "as-is" without any warranty whatsoever including, without limitation, the Limited Warranties as described herein, notwithstanding anything stated herein to the contrary.

What Is Not Covered? The foregoing Limited Warranties do not cover: Products, if in ZyXEL's judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation or repair, lack of reasonable care, repair, service, or use in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the product for repair, and shipping costs; Operational adjustments covered in the operating manual for the product, and normal maintenance; Damage that occurs in shipment, due to act of God, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other products or services provided by anyone other than ZyXEL; and, Products that have been purchased from inventory clearance or liquidation sales or other sales in which ZyXEL, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product. While necessary maintenance or repairs on your Product can be performed by any company, we recommend that you use only an Authorized ZyXEL Service Center. Improper or incorrectly performed maintenance or repair voids the foregoing Limited Warranties.

DISCLAIMER OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTIES SPECIFIED HEREIN, ALL EXPRESS, IMPLIED, OR STATUTORY CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR RESULTING FROM A COURSE OF DEALING, LAW, CUSTOM, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY ZYXEL, ITS SUPPLIERS AND LICENSORS (IF ANY). TO THE EXTENT THAT ANY OF THE SAME CANNOT BE EXCLUDED, SUCH IMPLIED CONDITION, REPRESENTATION AND/OR WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD REFERRED TO IN THE APPLICABLE "LIMITED WARRANTY" SECTION ABOVE. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE

LIMITATION MAY NOT APPLY IN SUCH STATES. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAILS OF THEIR ESSENTIAL PURPOSES.

LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZYXEL IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY KIND OR CHARACTER, WHETHER DIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, ANTICIPATED SAVINGS, WORK SLOW-DOWN OR STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, DAMAGE TO OR FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH ZYXEL'S PRODUCT IS CONNECTED, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO ZYXEL FOR WARRANTY SERVICE, OR THIRD PARTY CLAIMS) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THE LIMITED WARRANTIES HEREIN, EVEN IF ZYXEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR BREACH OF EITHER OR BOTH OF THE LIMITED WARRANTIES SET FORTH ABOVE IS, AT ZYXEL'S SOLE DISCRETION, REPAIR, REPLACEMENT OR REFUND OF THE ORIGINAL PURCHASE PRICE. THE TOTAL CUMULATIVE LIABILITY OF ZYXEL AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THESE LIMITED WARRANTIES IS LIMITED TO THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCT COVERED BY THE LIMITED WARRANTIES. THE FOREGOING EXPRESS WRITTEN LIMITED WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

Applicable Law. These Limited Warranties shall be governed by the laws of the State of California regardless of where the product was purchased (United States, Canada, Central America, or South America), unless expressly prohibited by local law, and notwithstanding any conflicts of law provisions.

Claim Procedure. To obtain the service of these Limited Warranties, contact ZyXEL's Service Center for your Return Material Authorization number (RMA). Products must be returned

Postage Prepaid. It is recommended that the product be insured and trackable when shipped. For the products under warranty, warranty service is provided by ZyXEL service center, free of charge, including the cost of parts and labor. The repaired or replacement product will be shipped to the corresponding return address with the shipping charges prepaid by ZyXEL (US and Canada only). Any returned products without proof of purchase or those with an outdated warranty will not be repaired or replaced until the customer pays to ZyXEL the repair or replacement cost as determined by ZyXEL, including the cost of shipping, parts and labor. ZyXEL is not responsible for any costs rendered outside of ZyXEL service center /or for any damage to or loss of products in transit.

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.

Contact: http://www.zyxel.com/us/en/contact_us/contact_info.shtml

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