

## **Standard Hardware/Software Warranty Policy.**

Peplink warrants solely to the original end user purchaser (“Purchaser”) that hardware (“Hardware”) purchased from Peplink or our Authorized Partners will be free from defects in materials and workmanship when used within the limits set forth in the documentation (data sheet and user manual) for a period of twelve (12) months, starting from the time of shipment of the Hardware.

This limited warranty is non-transferable and extends only to the original end-user purchaser who acquired the Hardware from an Authorized Partner who has the right to sell in the end-user’s territory. Peplink explicitly disclaims any warranty obligations for Hardware that is sold outside of the assigned territory of an Authorized Partner. Your exclusive remedy and Peplink’s entire liability under this limited warranty will be for Peplink, at its option, to (a) repair the Hardware with new or refurbished parts, or (b) replace the Hardware with a reasonably available equivalent new or refurbished Peplink Hardware. Any repaired or replacement Hardware will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer. All Hardware and parts that are replaced become the property of Peplink.

### *Exclusion and Limitations*

This limited warranty does not apply if: (a) the Hardware assembly seal has been removed or damaged, (b) the Hardware has been altered or modified, except by Peplink, (c) the Hardware damage was caused by use with non Peplink Hardware, (d) the Hardware has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Peplink, (e) the Hardware has been subjected to abnormal physical or electrical stress, abuse, misuse, negligence, or accident, (f) the serial number on the Hardware has been altered, defaced, or removed, or (g) the Hardware is supplied or licensed for beta, evaluation, promotional, testing or demonstration purposes for which Peplink does not charge a purchase price or license fee.

**ALL SOFTWARE PROVIDED BY PEPLINK WITH OR WITHOUT THE HARDWARE, WHETHER FACTORY LOADED ON THE HARDWARE, CONTAINED ON MEDIA ACCOMPANYING THE HARDWARE OR DOWNLOADED FROM OUR WEBSITE, IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND.**

Without limiting the foregoing, Peplink does not warrant that the operation of the Hardware or software will be uninterrupted or error free. Also, due to the continual development of new techniques for intruding upon and attacking networks, Peplink does not warrant that the Hardware, software or any equipment, system or network on which the Hardware or software is used will be free of vulnerability to intrusion or attack. The Hardware and software may include or be bundled with third party software or service offerings. This limited warranty shall not apply to such third party software or service offerings. This limited warranty does not guarantee any continued availability of a third party’s service for which this Hardware’s or software’s use or operation may require.

**TO THE EXTENT NOT PROHIBITED BY LAW, ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR**

A PARTICULAR PURPOSE ARE LIMITED TO THE DURATION OF THE WARRANTY PERIOD. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL PEPLINK BE LIABLE FOR ANY LOST DATA, REVENUE OR PROFIT, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF OR RELATED TO THE USE OF OR INABILITY TO USE THE HARDWARE AND/OR SOFTWARE, EVEN IF PEPLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PEPLINK' LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE HARDWARE AND/OR SOFTWARE.

The foregoing limitations will apply even if any warranty or remedy provided under this limited warranty fails of its essential purpose. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **TotalCare Policy (For North America Only).**

Two options of TotalCare are available:

- TotalCare 1-Year
- TotalCare 3-Year

All policies listed on this page under Support Service, Limited Warranty, Firmware Upgrade, and RMA apply to Peplink hardware with TotalCare purchased. TotalCare is only available for 210, 310, 380, 580, 710, 1350, 2500, MAX and FusionHub.

### **TotalCare 1-Year**

TotalCare 1-Year option is based on the standard policies as listed above with the following amendments. Its valid service period is 12 months, starting from the date of purchase or after the end of previous TotalCare coverage period, whichever occurs later.

- Unlimited Email Support (24x7)
- Free Telephone Support
- Free Firmware Upgrades
- Hardware Warranty (if applicable)
- Advance Hardware Replacement for RMA (if applicable)
- Valid for 1 Year

## TotalCare 3-Year

TotalCare 3-Year option is based on the standard policies as listed above with the following amendments. Its valid service period is 36 months, starting from the date of purchase or after the end of previous TotalCare coverage period, whichever occurs later.

- Unlimited Email Support (24x7)
- Free Telephone Support
- Free Firmware Upgrades
- Hardware Warranty (if applicable)
- Advance Hardware Replacement for RMA (if applicable)
- Valid for 3 Years

A Diagnostic Report is required to validate warranty if the Peplink hardware is already out of warranty at the time of purchasing TotalCare. More information on how to export a Diagnostic Report can be found at this link [\(instructions\)](#).

<https://forum.peplink.com/t/obtaining-a-diagnostic-report-from-a-peplink-balance-or-pepwave-max-device/7862>

<http://store.peplink.com/contacts/>

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.