

Waters Limited Product Warranty

LIMITED WARRANTY

Waters Network Systems' Warranty Statement

Waters Network Systems' products are warranted against defects in materials and workmanship. The warranty period for each product will be provided upon request at the time of purchase. Unless otherwise stated, the warranty period is for the useable life of the product.

In the event of a malfunction or other indication of product failure attributable directly to faulty materials and/or workmanship, Waters Network Systems will, at its option, repair or replace the defective products or components at no additional charge as set for herein. This limited warranty does not include service to repair damage resulting from accident, disaster, misuse, neglect, lightning, acts of God, tampering or product modification.

If a product does not operate as warranted during the applicable warranty period, Waters shall, at its option and expense, repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item. All products that are replaced will become the property of Waters. Replacement products may be new or reconditioned. Any replaced or repaired product or part has a ninety (90) day warranty or the remainder of the initial warranty period, whichever is longer.

Waters shall not be responsible for any custom software or firmware, configuration information, or memory data of Customer contained in, stored on, or integrated with any products returned to Waters pursuant to any warranty.

Service under the warranty may be obtained by contacting Waters Network Systems and receiving a Return Material Authorization (RMA) number from Waters Network Systems. Returned product accompanied with the issued RMA number and prepaid shipping will be repaired or replaced by Waters Network Systems. Repaired or replaced products will be returned at no cost to the original Buyer and shipped via the carrier and method of delivery chosen by Waters Network Systems.

A product's lifetime ends when service and repair for the product can no longer be obtained from the original manufacturer or its direct successor or assignee.

Specific warranty by product family is as follows:

ProSwitch-FixPort:	Limited Lifetime
ProSwitch-FlexPort:	Limited Lifetime
ProSwitch-GS Series	Limited Lifetime
ProSwitch-Lite:	3 Years from date of manufacture (see note)
ProSwitch-POE Series	Limited Lifetime
ProSwitch-Secure:	Limited Lifetime (see note)
ProSwitch-SecureAir+:	Limited Lifetime
ProSwitch-Xpress:	Limited Lifetime
ProSwitch-Xtreme:	Limited Lifetime (see note)
ProSwitch-CS and CSX	3 Years from date of manufacture (see note)
ProMedia Converters	3 Years from date of manufacture (see note)

Note: Warranty period for any and all external power supplies is one (1) year from date of purchase.

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, *WATERS NETWORK SYSTEMS* GRANTS NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, BY STATUTE OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PURPOSE, THEIR QUALITY, THEIR MERCHANTABILITY, OR OTHERWISE.

WATERS NETWORK SYSTEMS' LIABILITY UNDER THE WARRANTY SHALL BE LIMITED TO PRODUCT REPAIR, OR REPLACEMENT OF THE BUYER'S PURCHASE PRICE. IN NO EVENT SHALL *WATERS NETWORK SYSTEMS* BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS BY THE CUSTOMER OR FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES FOR BREACH OR WARRANTY.

SOFTWARE: Waters warrants that the software programs licensed from it will perform in substantial conformance to the program specifications therefore for a period of ninety (90) days from the date of shipment from Waters or its Authorized Sales Agent. Waters warrants the magnetic media containing software against failure during the warranty period. No updates are provided. Waters sole obligation hereunder shall be (at Waters discretion) to refund the purchase price paid by Customer for any defective software products or to replace any defective media with software which substantially conforms to Waters applicable published specifications. Customer assumes responsibility for the selection of the appropriate applications program and associated reference materials. Waters makes no warranty that its software products will work in combination with any hardware or applications software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected. For any third party products listed in the Waters software product documentation or specifications as being compatible, Waters will make reasonable efforts to prove compatibility, except where the non-compatibility is caused by a "bug" or defect in the third party's product.

WARRANTIES EXCLUSIVE: IF A *WATERS* PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY SHALL BE REPAIR, OR

REPLACEMENT, AT WATERS OPTION. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WATERS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

WATERS SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, OR OTHER HAZARD.

LIMITATION OF LIABILITY: IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) SHALL WATERS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF WATERS OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTHING HEREIN SHALL HAVE THE EFFECT OF LIMITING OR EXCLUDING WATERS'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

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