# LIMITED LIFETIME WARRANTY LINKSYS SMALL AND MEDIUM BUSINESS PRODUCTS (Australia and New Zealand)

# This warranty is provided to you by Linksys LLC, a wholly-owned subsidiary of Belkin International, Inc., or one of its subsidiaries or affiliates("Linksys")

# **IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS**

The benefits we give in this manufacturer's warranty are <u>additional to</u>, and do not detract from, any rights and remedies that you may have under local consumer protection laws.

This manufacturer's warranty is governed by the laws of the country in which you purchased your Linksys product. In many countries, consumers have statutory rights under local consumer laws. Those consumer rights may differ between countries, states and provinces, and often cannot be excluded.

For example, in Australia our goods come with certain guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. New Zealand also has similar consumer protection laws.

This manufacturer's warranty is not intended to:

- change or exclude any statutory consumer rights that cannot be lawfully changed or excluded; or
- limit or exclude any right you have against the person who sold the Linksys product to you if that person has breached their sales contract with you.

# A. SCOPE OF MANUFACTURER'S WARRANTY

## (i) Express warranty – warranty periods and remedies

Subject to the terms and conditions herein, including the limitations in Section A(ii), and the exclusions in Section A(iii) and Section D below, Linksys warrants the hardware in this Linksys product against defects in materials and workmanship under normal use for the Hardware Warranty Period, as defined below. A claim under this warranty is only eligible if it is made within the Hardware Warranty Period.

The Hardware Warranty Period begins on the date of purchase by the original end-user purchaser and lasts for the period specified below:

- For all components (except for the fan and the power supply), this product is warranted for as long as the original end user continues to own or use the product, provided that, if the manufacture of this product is discontinued, warranty support will be limited to five (5) years from the date of notification of product discontinuance. Any notice of discontinuance shall be posted on the Linksys website at <a href="http://linksys.com">http://linksys.com</a>, and the date of such posting shall be deemed the date of notification.
- Fan and power supply components are warranted for a period of two (2) years commencing on the date of original purchase by the end user.

If you make an eligible hardware claim under this manufacturer's warranty, Linksys will honor this warranty by doing one of the following (at its option):

- a) repairing the product with new or refurbished parts,
- b) replacing the product with a reasonably available equivalent new or refurbished Linksys product,
- c) refunding the actual purchase price of the product less any rebates and discounts, or
- d) paying the cost of repair of the product.

Any repaired or replacement products or parts are warranted for the remainder of the original Hardware Warranty Period or 30 days, whichever is longer. All products and parts that are replaced become the property of Linksys.

Subject to the terms and conditions herein, including the limitations in section (ii) and the exclusions in Section A(iii) and Section D below, Linksys additionally warrants that any media on which software for the

product may be provided will be free from defects in materials and workmanship under normal use for the Software Media Warranty Period, as defined below. A claim under this warranty is only eligible if it is made within the Software Media Warranty Period. The Software Media Warranty Period is a period of ninety (90) days from the date of original purchase by the end-user purchaser. If you make an eligible software media claim under this manufacturer's warranty, Linksys will honor the warranty by replacing the software media.

No Linksys employee, agent or reseller can make any verbal or written modification, extension or addition to this manufacturer's warranty.

**Note 1:** Be aware that goods presented for repair may be replaced by refurbished goods of the same type rather than the defective goods being repaired. Alternatively, refurbished parts may be used in the repair.

**Note 2:** The rights and remedies outlined above are the only rights and remedies available under <u>this</u> manufacturer's warranty. However, a defect which gives rise to a claim under this manufacturer's warranty may also give rise to rights under local laws, and different or additional remedies may be available under those laws. Further, rights and remedies may be available under local laws even for defects, goods or services that are not covered by this manufacturer's warranty at all.

## (ii) Express warranties NOT given

Linksys does not give any express warranty:

- a) in relation to software or services provided by Linksys with the product, whether factory loaded on the product or contained on media accompanying the product, except for the limited warranties given in section A(i) above;
- b) in relation to any third party software or service offerings which may be included in, or bundled with the product;
- c) that the operation of the product, software or services will be uninterrupted or error free;
- d) that the product, software or services, or any equipment, system or network on which the product, software or services are used will be free of vulnerability to intrusion or attack; or
- e) as to the continued availability of a third party's service which this product's use or operation may require.

**Note:** Although these warranties are not expressly given by Linksys they may be implied or otherwise given under local laws.

## (iii) Circumstances in which this manufacturer's warranty does not apply

This manufacturer's warranty does not apply if:

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

**Note:** Although this manufacturer's warranty does not apply in the above circumstances, you may still have rights and remedies under local laws.

#### **B. OBTAINING SERVICE UNDER THIS MANUFACTURER'S WARRANTY**

If you have a question about your product or experience a problem with it, please go to <u>linksys.com/business/support</u> where you will find a variety of online support tools and information to assist you with your product. If the product proves defective during the Warranty Period, then return the product to

the place of original purchase and follow its instructions for return. If you have any questions about the product or return process, you can contact Linksys Technical Support. A full list of mailing, email and telephone contact details for Linksys Technical Support in your area is provided at the end of this document. Linksys Technical Support may charge a fee for support services.

Have your product serial number and proof of purchase on hand when calling or lodging a warranty claim. A DATED PROOF OF ORIGINAL PURCHASE IS REQUIRED TO PROCESS WARRANTY CLAIMS. If you are requested to return your product by post, you will be given a Return Materials Authorization (RMA) number. You are responsible for properly packaging and shipping your product at your own cost and risk, and you are responsible for all shipping and handling charges, in addition to any applicable customs duties, GST or other associated taxes or charges when returning your product. You must include the RMA number and a copy of your dated proof of original purchase when returning your product. Products received without a RMA number and dated proof of original purchase will be rejected. Do not include any other items with the product you are returning.

PLEASE MAKE SURE THAT YOU BACK UP ALL OF YOUR DATA ON THE PRODUCT PRIOR TO RETURNING IT FOR REPAIR OR REPLACEMENT. Linksys may, as part of the repair or replacement of your product, delete all or part of your data, and you hereby acknowledge and agree that Linksys will accept no responsibility for, and will have no liability in connection with, any deletion of your data under any circumstances.

Defective product covered by this manufacturer's warranty will be repaired or replaced and returned to you without charge. Linksys does not ship replacement products to locations outside the country from which the original product was purchased. Repairs or replacements not covered under this manufacturer's warranty or your statutory consumer rights will be subject to charge at Linksys' then-current rates.

# C. OTHER TECHNICAL SUPPORT

This manufacturer's warranty is neither a service nor a support contract. Information about Linksys' current technical support offerings and policies (including any fees for support services) can be found at <u>linksys.com/business/support</u>. Telephone support may not be available where you live.

# D. GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

In some jurisdictions and circumstances it is possible for a manufacturer to change or exclude warranties, conditions or guarantees implied or imposed by law, and to otherwise limit its liability to consumers. In those jurisdictions where it can lawfully do so, and to the full extent that it is allowed by law to do so, Linksys:

- limits all implied warranties and conditions of merchantability, acceptability, satisfactory quality or fitness for a particular purpose to the duration of the relevant Warranty Period;
- excludes all other express or implied conditions, representations and warranties, including any implied warranty of non-infringement;
- excludes all liability for the loss of, or damage to, data caused by use of a Linksys product, or its repair;
- excludes any liability it may have to you for:
  - a) loss of revenue or profit,
  - b) loss of the ability to use any third party products, software or services, and
  - c) any indirect, consequential, special, incidental or punitive loss or damages,

which arises under any law (including the law of negligence) and relates to your use, or inability to use a Linksys product or software, or any related services. This exclusion applies even if Linksys has been advised of the possibility of such damages and even if any warranty or remedy provided under this manufacturer's warranty fails of its essential purpose; and

• limits its monetary liability to you, under any law, to the price that you paid for the Linksys product.

**Note:** None of the above general exclusions and limitations of liability apply to persons in Australia who purchase Linksys goods that:

a) are of a kind ordinarily acquired for personal, domestic or household use or consumption; or

## b) have a price of A\$40,000 or less.

# CONTACT DETAILS FOR TECHNICAL SUPPORT AND WARRANTY CLAIMS

## Australia

Website: <u>linksys.com/business/support</u> Phone: 1800 605 971 (Toll free, 24x7, English only, Linksys products only)

## **New Zealand**

Website: <u>linksys.com/business/support</u> Phone: 0800-441-528 (Toll free, 24x7, English only, Linksys products only)