

Tellabs General Services Administration Schedule 70 Warranty Policy

Overview

This Tellabs General Services Administration Schedule 70 Warranty Policy describes Tellabs warranty periods for Tellabs Hardware, Software and Services. In addition, this document details customer remedies and Tellabs' obligations to correct warranty defects for Tellabs Products and Services.

Definitions

"Business Day(s)" means 7 a.m. to 5 p.m. CST, Monday through Friday (excluding Tellabs holidays).

"Documentation" means the user instructions related to a Product.

"DDU" means Delivered Duty Unpaid (Incoterms 2000).

"Force Majeure" means causes that are outside the reasonable control of Tellabs and cannot be avoided by the exercise of due care, including but not limited to: (a) governmental actions, orders, legislation, regulations, restrictions, quarantine or rationing; (b) riots, civil disturbances or disobedience, acts of terrorism or war; (c) strikes, lockouts or shutdowns; (d) shortages of labor or supplies, interruption or lack of transportation, embargo or prohibition of the import or export of goods; or (e) fire, flood, hurricane, earthquake, storm, lightning, explosion, acts of God or of a public enemy.

"Hardware" means that portion of the Product that is not Licensed Materials.

"Licensed Materials" means Software and the associated Documentation.

"List Price" means a Product's current price as set forth in the then-current Tellabs price list.

"No Trouble Found" means a condition resulting from the analysis of Tellabs Hardware that the customer has reported as defective, but is thereafter tested by Tellabs and found to meet the applicable Tellabs Product specifications and minimum shippable revision level.

"Product" means those Tellabs systems, associated system plug-ins and other goods, including the Licensed Materials sold and/or licensed to the customer by Tellabs or an authorized Tellabs Partner or authorized Tellabs Value-Added Reseller. Tellabs may (in its sole discretion and at any time) exclude any systems, associated system plug-ins, goods or Licensed Materials from the definition of "Product."

"Re-certified" or "Re-certification" means that Tellabs has tested the Used Equipment and confirmed that it meets the applicable Tellabs Product specifications.

"Services" means any work Tellabs performs for a customer.

"Software" means Tellabs executable computer programs, system operating software, firmware and other digital instructions and control data associated with the Product, including any enhancements, modifications or parts thereof.

"Used Equipment" means Tellabs Hardware and Software Products that have been purchased or otherwise obtained from parties other than Tellabs, an authorized Tellabs Partner or authorized Tellabs Value-Added Reseller.

Warranty Information

Warranty of Hardware

Tellabs and its affiliates ("Tellabs") warrant that all Tellabs Hardware will be free from defects in materials and workmanship and that the Hardware will conform to the applicable Tellabs specifications for the period indicated in the "Hardware Warranty Period" section on page two (2) of this Policy.

Under this warranty, when defective Tellabs Hardware is returned to Tellabs, Tellabs will repair the Hardware at Tellabs' expense, provided that a Return Material Authorization ("RMA") is requested from Tellabs during the warranty period. The customer is responsible for decommissioning, removing and returning the defective Hardware to Tellabs. The Tellabs Hardware must be returned within the warranty period or no later than thirty (30) days following the issuance of the RMA. The customer shall send the Hardware freight pre-paid, DDU (Tellabs Repair Center) (Incoterms 2000). If Tellabs determines (in its sole discretion) that the defective Tellabs Hardware cannot be repaired, then Tellabs will replace the Hardware provided that the defect is not related to catastrophic failure or due to physical damage.

Tellabs may use new or factory reconditioned parts to repair or replace defective Tellabs Hardware. All replaced parts and Products will become the property of Tellabs.

Tellabs will return the repaired or replaced Hardware freight pre-paid, DDU (customer's premises) (Incoterms 2000). Commissioning and installing the repaired or replaced Tellabs Hardware are the customer's responsibility.

Warranty Date Code

Tellabs Hardware is typically marked with a warranty date code on the outside surface of the unit or interface. The warranty period begins on the date indicated by the warranty code. If the warranty code does not appear on the unit or interface, then the shipped date shall apply as the warranty date code.

Out-of-Box Failure

For Tellabs Hardware that fails upon first-time power up within ninety (90) days of the warranty date code, Tellabs will (in its sole discretion) ship a new unit at Tellabs' expense. Tellabs requires a purchase order before the replacement unit will be shipped. An invoice will be issued against the purchase order only if the customer does not return the failed unit to Tellabs as specified below.

The customer has thirty (30) calendar days after Tellabs delivers the replacement unit to send the failed unit back to the Tellabs Repair Center before Tellabs closes the RMA. Failed units will not be accepted by Tellabs after the RMA is closed and will be returned to the customer unprocessed. If Tellabs does not receive the failed unit within the aforementioned thirty (30) day period, then Tellabs will invoice the customer for one hundred percent (100%) of the replacement unit's List Price. Failed units received within the thirty (30) calendar days will become the property of Tellabs.

If a new unit is not immediately available, Tellabs will ship a reconditioned unit (i.e., a like-for-like replacement that meets the Tellabs minimum shippable revision level). The replacement unit will carry the customer's original warranty period.

Tellabs will pay: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) other charges to deliver the goods thereto for (i) the new unit and (ii) to return the failed unit to the Tellabs Repair Center provided that the customer uses the Tellabs pre-approved return kit.

Tellabs will provide a replacement unit for next business day delivery to continental U.S. locations (provided that the replacement unit is available from Tellabs' stock and that the request is received during the Business Day prior to 3:00 p.m. CST) subject to Force Majeure, carrier availability and customer's location. Replacement units shipped to Alaska, Hawaii, or Canada will ship under the same guidelines as listed above, however next business day delivery is not guaranteed.

Commissioning and installing the replacement unit are the customer's responsibility.

Hardware Warranty Period

The warranty period for Tellabs Hardware is two (2) years from the warranty date code, except that the warranty period for the following Tellabs Hardware is one (1) year from the warranty date code:

One (1) Year Warranty

- Tellabs® 1600 Optical Network Terminal Series
- Tellabs® 6300 Managed Transport System
- Tellabs® 6305 Ethernet Media Converter
- Tellabs® 6310 Edge Node

- Tellabs® 6315 Metro Ethernet Node
- Tellabs® 6320 Edge Node
- Tellabs® 6325 Edge Node
- Tellabs® 6340 Switch Node
- Tellabs® 6345 Switch Node
- Tellabs® 6350 Switch Node
- Tellabs® 6370 Wavelength Division Multiplexing Node
- Tellabs® 8100 Managed Access System
- Tellabs® 8110 Network Terminating Unit
- Tellabs® 8120 Mini Node
- Tellabs® 8130 Micro Node
- Tellabs® 8140 Midi Node
- Tellabs® 8150 Basic Node
- Tellabs® 8160 Accelerator Node A111
- Tellabs® 8170 Cluster Node
- Tellabs® 8184 Access Switch
- Tellabs® 8188 Access Switch
- Tellabs® 8600 Managed Edge System
- Tellabs® 8605 Access Switch
- Tellabs® 8606 Ethernet Aggregator
- Tellabs® 8620 Access Switch
- Tellabs® 8630 Access Switch¹
- Tellabs® 8660 Edge Switch¹
- Tellabs® 8813 Ethernet Access Node
- Tellabs® 8815 Multiservice Access Node
- Tellabs® Certified Refurbished Equipment
- Modules that have modified Tellabs Hardware for a customer-specific application
- Cables supplied by Tellabs²

Warranty of Software

Tellabs warrants that the Tellabs Software, including Tellabs Software embedded in the Hardware, will substantially conform to the applicable Tellabs specifications and that the media on which Tellabs Software is distributed will be free from defects in materials and workmanship for a period of ninety (90) days from the date of shipment, provided that Tellabs Software is used on Tellabs Hardware and with the system in which it was originally installed. Tellabs does not warrant that the operation will be uninterrupted or error free. Tellabs will correct substantial program errors or replace the defective media at no charge, provided that the errors are reported or the defective media is returned to Tellabs during the warranty period.

¹The one (1) year Hardware warranty period only applies to the Interface Card (IFC) and Interface Module (IFM) combination. If one or more separate IFMs are mounted to an IFC by an unauthorized party, the warranty for the IFMs and the IFC are void.

²Cables supplied by Tellabs will have a one (1) year Hardware warranty from the warranty date code of the shelf, or the module that the cable is coming into, or to which the cable is attached.

Warranty of Services

Tellabs Services shall be performed in a professional and workmanlike manner and conform to the applicable Tellabs specifications at the time of performance of the Services. Tellabs warrants its Services for ninety (90) days from the date of completion of the Services. Tellabs will re-perform those Services that do not conform to the applicable Tellabs specifications at Tellabs' expense.

Warranty of Repaired Tellabs Hardware

The warranty period for any repaired or replaced Tellabs Hardware is either the remainder of the Hardware's original warranty period or a period of ninety (90) days from the repair warranty date code, whichever is longer.

Out-of-warranty Tellabs Hardware that is repaired will receive a new warranty period of ninety (90) days from the repair warranty date code.

For Tellabs Hardware (in or out-of-warranty) that has been damaged by catastrophic failure including but not limited to lightning, water, corrosion or over voltage, no warranty is provided.

Warranty of Used Equipment

Tellabs makes no warranty whatsoever as to Used Equipment that has not been Re-certified and re-licensed by Tellabs. Tellabs warrants that Used Equipment modules that Tellabs Re-certifies at the Tellabs Repair Center will conform to the applicable Tellabs specifications for a period of ninety (90) days from date of the repair warranty date code. Where system Re-certification has been performed at the customer's site, no warranty is provided for the Used Equipment system or Used Equipment modules in that system.

Warranty of Non-Tellabs Products

Products that are sold under the name of the original equipment manufacturer will carry the warranty of the original equipment manufacturer to the extent the manufacturer permits. Tellabs makes no further warranties related to such products.

Unauthorized Repairs

If the Tellabs Hardware or Software has been repaired or modified other than by Tellabs, the warranty of the Product and of all other equipment contained in the system into which the Product is installed are void. The Tellabs Hardware will be deemed irreparable and returned without repair.

Unauthorized Resellers

Tellabs will not provide a Hardware warranty on Tellabs Hardware submitted by an unauthorized reseller for repair.

No Trouble Found

Tellabs will charge a re-test fee for in-warranty or out-of-warranty Tellabs Hardware or Software that is deemed No Trouble Found. In-warranty Tellabs Hardware returned three consecutive times as No Trouble Found will be replaced by Tellabs provided the Tellabs Hardware has not been manufacturing discontinued.

Conditions and Exceptions

Tellabs' warranties on Tellabs Products are non-transferable. Only the original purchaser-licensee of a Tellabs Product may make warranty claims.

The warranty shall be void, and Tellabs shall have no warranty or other liability for damages of any kind, for Tellabs Hardware or Software that has not been handled, installed, operated or shipped in accordance with Tellabs' specifications and operating procedures or for any other equipment contained in the system into which such improperly utilized equipment or Used Equipment is installed or operated.

This warranty does not apply to items that inherently have a short life expectancy, including but not limited to lamps, fans, batteries and fuses.

Failure to comply with any of the terms of this Tellabs General Services Administration Schedule 70 Warranty Policy will result in invalidation of the warranty.

More Information

For more information or clarification of the information and Services described in this General Services Administration Schedule 70 Warranty Policy, please contact your local Tellabs sales office or visit www.tellabs.com. The information described herein is subject to change without notice. This Policy is a summary of the Tellabs General Services Administration Schedule 70 Warranty Policy as of the date hereof.

This Policy supersedes any other previous warranty policy made available to Tellabs' customers. If any portion of this Policy is deemed to be prohibited by, or unlawful or unenforceable under any applicable law of any jurisdiction, then such portion shall be ineffective as to such jurisdiction without affecting any other portion of this Policy.

Depending on your location and application, the Product you use might carry the trademark ACCESSMAX®, DMAX™ 1120, PANORAMA™, DISC*S®, DISC*S® HD, DISC*S® MX, DISC*S® FITL, VINCI V-142A™ or VINCI V-182™. Tellabs renamed these Products under one trademark — TELLABS. This is a change in name only. You may see references to both the previous name and the new name when doing business with Tellabs. For more information, please visit www.tellabs.com/products.

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