

Tellabs Global Warranty Policy

Overview

This Tellabs Global Warranty Policy describes Tellabs' warranty periods for Tellabs Products and Services. In addition, this document details customer remedies and Tellabs' obligations to correct warranty defects in Tellabs Products and Services.

Definitions

"Business Day(s)" for customers located in the United States means Monday through Friday (excluding Tellabs holidays). "Business Day(s)" for customers located outside of the United States means Monday through Friday (excluding public holidays at the Tellabs location from which the pertinent Services are rendered).

"Business Hours" for customers located in the United States means 7:00 a.m. to 7:00 p.m. CT during Business Days. "Business Hours" for customers located outside of the United States means 8:00 to 17:00 GMT +1 during Business Days.

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

"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 or rationing; (b) riots, civil disturbances or disobedience, epidemic, quarantine, 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.

"Irreparable" means a Product that Tellabs cannot repair. A Product may be Irreparable if, by way of example but not limitation, it: (a) has been modified, tampered with, improperly handled, improperly installed or not operated in accordance with the applicable Tellabs specifications or Documentation; (b) was manufactured more than ten (10) years prior and contains obsolete components; (c) has been contaminated; or (d) has physical, corrosive or transient damage (e.g., lightning or water damage).

"Licensed Materials" means Software and Documentation.

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

"No Trouble Found" means that Tellabs has tested a Product that customer reported as defective and found that such Product meets the applicable Tellabs specifications and minimum shippable revision level.

"Product" means goods, supplies, parts, components and assemblies, including the Licensed Materials, sold and/or licensed to customer by Tellabs or a Tellabs-authorized reseller. Tellabs may (in its sole discretion and at any time) exclude any of the foregoing from the definition of "Product."

"Recertified" or "Recertification" means that Tellabs has tested the Used Equipment and confirmed that it meets the applicable Tellabs specifications. Recertification may, in Tellabs' discretion, be subject to an additional charge.

"Repair Warranty Start Date" means the date on which the repaired Hardware unit is shipped from the Tellabs Repair Center.

"RMA" means Return Material Authorization.

"Services" means any work Tellabs performs for customer.

"Software" means the Tellabs executable computer programs, firmware and other digital instructions and control data associated with a Product. Software does not include source code or proprietary design information.

"Tellabs Repair Center" means the center that repairs Products.

"Used Equipment" means Product that has been purchased or otherwise obtained from parties other than Tellabs or a Tellabs-authorized reseller.

"Warranty Start Date" means the date on which the Hardware warranty period starts. Unless otherwise specified by Tellabs in writing, the Warranty Start Date is the date of original Hardware shipment from Tellabs to the customer.

Warranty Information

Warranty of Hardware

Tellabs and its affiliates ("Tellabs") warrant that, during the period indicated in the "Hardware Warranty Period" section of this Policy, Hardware will: (a) be free from defects in materials and workmanship, and (b) conform to the applicable Tellabs specifications.

Upon receipt of defective in-warranty Hardware, Tellabs (in its sole discretion) will determine if such Hardware will be repaired or replaced. Tellabs will repair or replace in-warranty Hardware at Tellabs' expense, provided that Tellabs determines that the Hardware (a) fails to conform with a warranty described herein, (b) is not irreparable, (c) has been handled, installed and operated in accordance with Tellabs' specifications, operating procedures and Documentation, and (d) is received at the Tellabs Repair Center within the warranty period. Tellabs may use new or factory-reconditioned parts to repair or replace defective in-warranty Hardware. All replaced parts and Hardware will become the property of Tellabs. Irreparable in-warranty Hardware will be returned to customer without repair or replacement, and a handling fee will be charged.

Warranty Date Confirmation

Customers may confirm the Hardware Warranty Start Date by contacting a Tellabs Repair Order Management Representative and providing the Hardware serial number. For more information regarding the repair and return process, how to contact a Tellabs Repair Order Management Representative or how to request an RMA, please see the Tellabs Global Repair and Return Policy, available at <http://www.tellabs.com/legal/supportterms.shtml>.

Decommissioning, Removing and Returning Hardware

Customer is responsible for decommissioning, removing and returning defective in-warranty Hardware.

Installing and Commissioning Hardware

Customer is responsible for installing and commissioning in-warranty repaired or replaced Hardware.

Freight Charges

Customer shall ship all faulty/failed Hardware to Tellabs DAP, Tellabs Repair Center (Incoterms 2010). Customer is solely responsible for all freight charges associated with such shipping. Tellabs will ship the repaired or replaced Hardware DAP, customer's premises (Incoterms 2010).

Out-of-Box Failure

For Hardware that fails within ninety (90) calendar days of its Warranty Start Date, Tellabs will (subject to availability) ship a new replacement Hardware unit to customer at Tellabs' expense.

Customer must request an RMA and ship the out-of-box failure Hardware unit to the Tellabs Repair Center. If Tellabs does not receive such failed Hardware unit within sixty (60) calendar days after Tellabs ships the new replacement Hardware unit, then Tellabs will (a) close the RMA, (b) contact customer to obtain a valid purchase order, and (c) invoice customer for one hundred percent (100%) of the new replacement Hardware unit's List Price.

If a new replacement Hardware unit is not immediately available, then Tellabs will ship (subject to availability) a factory-reconditioned replacement Hardware unit (i.e., a like-for-like replacement that meets the Tellabs minimum shippable revision level).

In either case, the replacement hardware unit will carry the remainder of customer's original warranty period.

Tellabs will pay the following costs associated with returning out-of-box failure Hardware to the Tellabs Repair Center: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable shipping-related charges. Tellabs' obligation to pay the foregoing costs shall be subject to and conditional on the following:

- Customer must ship the Hardware to Tellabs using the Tellabs provided pre-approved return kit.
- Local laws must allow Tellabs to pay the local duties and taxes.

Tellabs will pay the following costs associated with shipping replacement Hardware to Customer due to out-of-box failure: (a) freight; (b) insurance charges; (c) taxes; (d) duties, if any; and (e) any other applicable shipping-related charges. Tellabs' obligation to pay the foregoing costs shall be subject to and conditional on the following:

- Local laws must allow Tellabs to pay the local duties and taxes.

Hardware Warranty Period

The warranty period for Hardware is one (1) year from the Warranty Start Date

Warranty of Software

Tellabs warrants that, for a period of ninety (90) calendar days from the date of shipment from Tellabs, Software will substantially conform to the applicable Tellabs specifications and the media on which the Software is distributed will be free from defects in materials and workmanship, provided that the Software is used on 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 defective media at no charge, provided that the errors are reported, or the defective media is returned to Tellabs during the warranty period.

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) calendar days from the date of completion of the Services. Tellabs will reperform 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 Hardware is either the remainder of the Hardware's original warranty period or a period of ninety (90) calendar days from the Repair

Warranty Start Date, whichever is longer.

Out-of-warranty Hardware that is repaired will receive a new warranty period of ninety (90) calendar days from the Repair Warranty Start Date. For in-warranty or out-of-warranty Hardware that is Irreparable, no warranty is provided.

Warranty of Used Equipment

Tellabs makes no warranty whatsoever as to Used Equipment that has not been Recertified and relicensed by Tellabs. Tellabs warrants that Used Equipment that Tellabs both Recertifies at the Tellabs Repair Center and relicenses will conform to the applicable Tellabs specifications for a period of ninety (90) calendar days from the Repair Warranty Start Date. Where system Recertification has been performed at customer's site, no warranty is provided for the Used Equipment system or Used Equipment modules in that system.

Warranty of Non-Tellabs Products

Notwithstanding any of the foregoing, products, hardware or software that are sold under the name of the original equipment manufacturer will carry only the warranty of the original equipment manufacturer to the extent the manufacturer permits. TELLABS MAKES NO FURTHER WARRANTIES RELATED TO SUCH PRODUCTS, HARDWARE OR SOFTWARE, AND THE WARRANTIES DESCRIBED IN THIS POLICY SHALL LIKEWISE NOT APPLY.

Unauthorized Repairs

If returned Hardware has been repaired or modified other than by Tellabs, then the warranties on the returned Hardware are void. Tellabs will deem the Hardware Irreparable, return the Hardware without repair and charge a handling fee.

Unauthorized Resellers

Tellabs will not honor or provide any warranty on Hardware submitted by an unauthorized reseller for repair.

Additional Conditions and Exceptions

Warranties on Products are nontransferable. Only the original purchaser/licensee of a Product may make warranty claims.

All warranties shall be void, and Tellabs shall have no warranty or other liability for damages of any kind for Product that has not been handled, installed, operated or shipped in accordance with Tellabs' specifications and operating procedures, or for Used Equipment that has not been both Recertified at a Tellabs Repair Center and relicensed, or for any other equipment contained in the system into which such Products or Used Equipment is/are installed or operated.

Warranties do not apply to consumable items, including but not limited to batteries, cables (except as expressly set forth otherwise above) and filters.

Failure to comply with any of the terms of this Tellabs Global Warranty Policy will result in invalidation of the warranty.

Exclusion of Warranties and Limitation of Liability

EXCEPT AS STATED ABOVE, TELLABS MAKES NO OTHER WARRANTIES FOR PRODUCTS OR SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELLABS HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION CAUSED BY, PERTAINING TO OR ARISING OUT OF ANY DEFECTIVE PRODUCT OR SERVICE IS LIMITED TO REPAIR OR REPLACEMENT (AT TELLABS' OPTION) OF THE DEFECTIVE PORTIONS OF THE PRODUCT OR REPERFORMANCE OF THE SERVICE DURING THE APPLICABLE WARRANTY PERIOD.

TELLABS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT OR SPECIAL DAMAGES OR LIABILITIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST PROFITS, LOSS OF USE OR LOSS OF DATA, UNDER ANY THEORY OF LIABILITY AND EVEN IF TELLABS WAS ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR LIABILITIES. TELLABS' LIABILITY SHALL NOT EXCEED THE NET PURCHASE PRICE OR LICENSE FEE PAID FOR THE AFFECTED PRODUCT OR SERVICE CAUSING THE DAMAGES, LOSS OR LIABILITY.

THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS WILL NOT APPLY ONLY IF AND TO THE EXTENT APPLICABLE LAW REQUIRES LIABILITY BEYOND AND DESPITE THESE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS.

More Information

For more information or clarification of the information and services described in this Global 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 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.

Take the next step. Contact Tellabs today.

