

## Limited Warranty (USA Only) New & Refurbished Products

Subject to the terms and conditions set forth herein, D-Link Systems, Inc. ("D-Link") provides this Limited Warranty:

- . Only to the person or entity that originally purchased the product from D-Link or its Authorized Reseller or distributor, with proof of purchase, and
- Only for products purchased, delivered and used within the fifty states of the United States, the District of Columbia, U.S. Possessions or Protectorates, U.S. Military Installations, or addresses with an APO or FPO.

Limited Warranty: D-Link warrants that the hardware portion of the D-Link product described below ("Hardware") will be free from material defects in workmanship and materials under normal use from the date of original retail purchase of the product, for the period set forth below ("Warranty Period"), except as otherwise stated herein.

- New Hardware (including power supplies): One (1) year
- Refurbished Hardware (including power supplies): Ninety (90) days

The customer's sole and exclusive remedy and the entire liability of D-Link and its suppliers under this Limited Warranty will be, at D-Link's option, to repair or replace the defective Hardware during the Warranty Period at no charge to the original owner or to refund the actual purchase price paid. Any repair or replacement will be rendered by D-Link at an Authorized D-Link Service Office. The replacement hardware need not be new or have an identical make, model or part. D-Link may, at its option, replace the defective Hardware or any part thereof with any reconditioned product that D-Link reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement hardware will be warranted for the remainder of the original Warranty Period, and is subject to the same limitations and exclusions. If a material defect is incapable of correction, or if D-Link determines that it is not practical to repair or replace the defective Hardware, the actual price paid by the original purchaser for the defective Hardware, less reasonable depreciation based on actual usage, will be refunded by D-Link upon return to D-Link upon replacement or refund.

Limited Software Warranty: D-Link warrants that the software portion of the product ("Software") will substantially conform to D-Link's then current functional specifications for the Software, as set forth in the applicable documentation, from the date of original retail purchase of the Software for a period of ninety (90) days ("Software Warranty Period"), provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation. D-Link further warrants that, during the Software Warranty Period, the magnetic media on which D-Link delivers the Software will be, at D-Link's option, to replace the non-conforming Software (or defective media) with software that substantially conforms to D-Link's functional specifications for the Software or to refund the portion of the actual purchase price paid that is attributable to the Software. Except as otherwise agreed by D-Link in writing, the replacement Software is provided only to the original licensee, and is subject to the terms and conditions of the license granted by D-Link for the Software. Replacement Software will be warranted for the remainder of the original Warranty Period and is subject to the same limitations and exclusions. If a material non-conformance is incapable of correction, or if D-Link determines in its sole discretion that it is not practical to replace the non-conforming Software, the price paid by the original licensee for the non-conforming Software will be refunded by D-Link; provided that the non-conforming Software (and all copies thereof) is first returned to D-Link. The license granted respecting any Software for which a refund is given automatically terminates.

**Non-Applicability of Warranty:** The Limited Warranty provided hereunder for D-Link's products will not be applied to and does not cover any products obtained through a special or unique pricing agreement, if such agreement provides for warranty terms different from those normally provided with the product or set forth herein, nor to any product purchased through inventory clearance or liquidation sale or other sales in which D-Link, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product and in that case, the product is being sold "As-Is" without any warranty whatsoever including, without limitation, the Limited Warranty as described herein, notwithstanding anything stated herein to the contrary.

**Submitting A Claim**: The customer shall return the product to the original purchase point based on its return policy. In case the return policy period has expired and the product is within warranty, the customer shall submit a claim to D-Link as outlined below:

- The customer must submit with the product as part of the claim a written description of the Hardware defect or Software nonconformance in sufficient detail to allow D-Link to confirm the same, along with proof of purchase of the product (such as a copy of the dated purchase invoice for the product) if the product is not registered.
- The customer must obtain a Case ID Number from D-Link Technical Support at https://support.dlink.com, who will attempt to assist the customer in resolving any suspected defects with the product. If the product is considered defective, the customer must obtain a Return Material Authorization ("RMA") number by completing the RMA form and entering the assigned Case ID Number at <a href="https://rma.dlink.com/">https://rma.dlink.com/</a>.
- After an RMA number is issued, the defective product must be packaged securely in the original or other suitable shipping package to ensure that it will
  not be damaged in transit, and the RMA number must be prominently marked on the outside of the package. Do not include any manuals or accessories
  in the shipping package. D-Link will only replace the defective portion of the product and will not ship back any accessories.
- The customer is responsible for all in-bound shipping charges to D-Link. No Cash on Delivery ("COD") is allowed. Products sent COD will either be rejected by D-Link or become the property of D-Link. Products shall be fully insured by the customer and shipped to **D-Link Systems**, Inc., 14420 Myford Road, Suite 100, Irvine, CA 92606. D-Link will not be held responsible for any packages that are lost in transit to D-Link. The repaired or replaced packages will be shipped to the customer via UPS Ground or any common carrier selected by D-Link. Return shipping charges shall be prepaid by D-Link if you use an address in the United States, otherwise we will ship the product to you freight collect. Expedited shipping is available upon request and provided shipping charges are prepaid by the customer.

D-Link may reject or return any product that is not packaged and shipped in strict compliance with the foregoing requirements, or for which an RMA number is not visible from the outside of the package. The product owner agrees to pay D-Link's reasonable handling and return shipping charges for any product that is not packaged and shipped in accordance with the foregoing requirements, or that is determined by D-Link not to be defective or non-conforming.

What Is Not Covered: The Limited Warranty provided herein by D-Link does not cover: Products that, in D-Link's judgment, have been subjected to abuse, accident, alteration, modification, tampering, negligence, misuse, faulty installation, lack of reasonable care, repair or service in any way that is not contemplated in the documentation for the product, or if the model or serial number has been altered, tampered with, defaced or removed; Initial installation, installation and removal of the product for repair, and shipping costs; Operational adjustments covered in the operating manual for the product, and normal maintenance; Damage that occurs in shipment, due to act of God, failures due to power surge, and cosmetic damage; Any hardware, software, firmware or other products or services provided by anyone other than D-Link; and Products that have been purchased from inventory clearance or liquidation sales or other sales in which D-Link, the sellers, or the liquidators expressly disclaim their warranty obligation pertaining to the product. While necessary maintenance or repairs on your Product can be performed by any company, we recommend that you use only an Authorized D-Link Service Office. Improper or incorrectly performed maintenance or repair voids this Limited Warranty.

Disclaimer of Other Warranties: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN OR AS REQUIRED BY LAW, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY CANNOT BE DISCLAIMED IN ANY TERRITORY WHERE A PRODUCT IS SOLD, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE DURATION OF THE APPLICABLE WARRANTY PERIOD SET FORTH ABOVE. EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE PURCHASER OF THE PRODUCT.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, D-LINK IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH D-LINK'S PRODUCT IS CONNECTED WITH, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO D-LINK FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF D-LINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTY IS REPAIR, REPLACEMENT OR REFUND OF THE DEFECTIVE OR NON-CONFORMING PRODUCT. THE MAXIMUM LIABILITY OF D-LINK UNDER THIS WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY. THE FOREGOING EXPRESS WRITTEN WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY OTHER WARRANTIES OR REMEDIES, EXPRESS, IMPLIED OR STATUTORY.

**Governing Law**: This Limited Warranty shall be governed by the laws of the State of California. Some states do not allow exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the foregoing limitations and exclusions may not apply. This Limited Warranty provides specific legal rights and you may also have other rights which vary from state to state.

Trademarks: D-Link is a registered trademark of D-Link Systems, Inc.

For detailed warranty information applicable to products purchased outside the United States, please contact the corresponding local D-Link office.

## **D-Link Canada Inc. – 1 Year Limited Warranty (Class B)**

(Canada only)

Subject to the terms and conditions set forth herein, D-Link Canada Inc. ("**D-Link**") provides this limited warranty ("Limited Warranty"):

- only to the person or entity that originally purchased ("customer") the product ("Product") from D-Link or its authorized reseller or distributor; and
- only for Products that are purchased from D-Link or its authorized reseller or distributor and delivered within Canada.

THIS LIMITED WARRANTY SHALL ONLY BECOME EFFECTIVE UPON: (A) RECEIPT BY D-LINK OF THE REGISTRATION CARD FOR THE PRODUCT, ALONG WITH A COPY OF THE PROOF OF PURCHASE, WITHIN 90 DAYS OF THE DATE OF PURCHASE; OR (B) THE REGISTRATION OF THE PRODUCT ONLINE WITH D-LINK WITHIN 90 DAYS OF THE DATE OF PURCHASE. PLEASE VISIT D-LINK'S SUPPORT SITE AT "http://support.dlink.ca" TO REGISTER THE PRODUCT ONLINE. FAILURE TO SEND IN THE REGISTRATION CARD AND PROOF OF PURCHASE TO D-LINK OR TO REGISTER THE PRODUCT ONLINE MEANS THAT D-LINK MAY NOT BE REQUIRED TO FULFILL ANY OF THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY.

**Limited Warranty**: D-link warrants that the hardware portion of the Product ("**Hardware**") will be free from material defects in workmanship and materials from the date of original retail purchase of the Product for the period set forth below ("**Warranty Period**"), except as otherwise stated herein.

1-Year Limited Warranty for the Product(s) is defined as follows:

- Hardware (excluding power supplies and fans) One (1) Year
- Power Supplies and Fans One (1) Year
- Spare parts and spare kits Ninety (90) days

D-Link's sole obligation shall be to repair or replace the defective Hardware during the Warranty Period at no charge to the original owner, which replacement or repair shall be at D-Link's sole discretion. Such repair or replacement will be rendered by D-Link at an authorized D-Link service office. The replacement Hardware need not be new or have an identical make, model or part. D-Link may in its sole discretion replace the defective Hardware (or any part thereof) with any reconditioned product that D-Link reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement Hardware will be warranted for the remainder of the original Warranty Period from the date of original retail purchase. All Hardware (or part thereof) that is replaced by D-Link shall become the property of D-Link upon replacement.

*Limited Software Warranty*: D-Link's warranties in respect of the software portion of the Product ("**Software**") are set out in the end-user license agreement provided with the Software.

Submitting A Claim: If the Product is defective, the customer shall return the Product to the authorized dealer or distributor from whom the Product was originally purchased, which return shall be subject to the return policy of such authorized dealer or distributor. In case the time period for which such authorized dealer or distributor would accept a return of the Product has expired, but the Product is still within the Warranty Period, or in the case the Product was purchased directly from D-Link, the customer shall return the Product to D-Link in accordance with D-Link's then current return material authorization policy. For details regarding D-Link's return material authorization policy, please visit support.dlink.ca or contact D-Link's regional office.

## What Is Not Covered: This Limited Warranty provided by D-Link does not cover:

- (a) refurbished Products or any Product purchased through inventory clearance or liquidation sale or other sales in which D-Link, the seller or the liquidator expressly disclaims its warranty obligations pertaining to the Product;
- (b) initial installation, or installation or removal of the Product for repair or any costs associated therewith (including shipping costs);
- (c) operational adjustments to the Product that are not covered or permitted in the manual for the Product;
- (d) damages that occur during shipment, or damages due to power failures or acts of God;
- (e) cosmetic damage to the Product;
- (f) the Product if the Product, in D-Link's sole judgment, has been subjected to abuse, accident, modification, tampering, negligence, faulty installation, lack of reasonable care, repair or service, or misuse or use otherwise than as contemplated in the manual for the Product;
- (g) the Product if the model or serial number is missing or has been removed, altered, tampered with or defaced; and/or
- (h) any Product that has been repaired or serviced by someone other than D-Link or an authorized D-Link representative.

Disclaimer of Other Warranties: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND WHATSOEVER AND D-LINK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED IN ANY PROVINCE OR TERRITORY WHERE A PRODUCT IS SOLD, EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED

HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE CUSTOMER.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, D-LINK IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH D-LINK'S PRODUCT IS CONNECTED, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO D-LINK FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE. OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF D-LINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT, WHICH REPAIR OR REPLACEMENT SHALL BE AT D-LINK'S SOLE DISCRETION. THE MAXIMUM LIABILITY OF D-LINK UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY.

Governing Law: This Limited Warranty shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Some provinces do not allow exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the foregoing limitations and exclusions may not apply. This Limited Warranty provides specific legal rights and the customer may also have other rights which vary from province to province. All disputes under this Limited Warranty shall be resolved by a court of competent jurisdiction in the Province of Ontario.

*Trademarks*: D-Link is a registered trademark of D-Link Corporation and D-Link Canada Inc. is an authorized licensee. Other trademarks or registered trademarks are the property of their respective manufacturers or owners.

*Copyright Statement*: No part of this publication or documentation accompanying this Product may be reproduced in any form or by any means or used to make any derivative such as translation, transformation, or adaptation without permission from D-Link Corporation., as stipulated by the United States Copyright Act of 1976. Contents are subject to change without prior notice. Copyright © 2003 - 2004 by D-Link Corporation. All rights reserved. D-Link Canada Inc. is an authorized licensee and distributor.

**CE Mark Warning**: This is a Class B product. In a domestic environment, this product may cause radio interference, in which case the user may be required to take adequate measures.

**FCC Statement**: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment

generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communication. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- reorient or relocate the receiving antenna.
- increase the separation between the equipment and receiver.
- connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- consult the dealer or an experienced radio/TV technician for help.

For detailed warranty outside Canada, please contact the corresponding local D-Link office.