Product Warranty

The following terms and conditions govern IP Infusion Inc.'s ("IPI") product warranty for hardware and software products to the end user ("Customer").

1. Warranty Start Date

The hardware warranty Start Date is the date the hardware is shipped from the manufacturing facilities of UfiSpace, Celestica, or Edgecore Networks, the Original Design Manufacturers ("ODM").
IPI's software warranty Start Date is the date the software license is activated via:

https://ipinfusion.flexnetoperations.com/

2. Limited Hardware Warranty

IPI warrants that, for a period of one (1) year from the applicable Start Date, all UfiSpace, Celestica, and Edgecore Networks hardware purchased by Customer (the "Hardware") shall be free from defects in material and workmanship when used under normal and authorized operating conditions in accordance with the applicable product documentation.
This Limited Hardware Warranty is provided solely to the Customer and is non-transferable. The warranty period may be extended if, and only to the extent that, Customer purchases an extended warranty with the initial Hardware purchase.
In the event that IPI receives written notice from Customer during the applicable warranty period alleging that the Hardware does not conform to the foregoing warranty, IPI, in coordination with the applicable original design manufacturer ("ODM"), shall use commercially reasonable efforts to repair or replace the nonconforming Hardware pursuant to the RMA process set forth herein. Notwithstanding the foregoing, IPI reserves the right, in its sole and exclusive discretion, to refund to Customer the purchase price actually paid for the affected Hardware, which shall constitute Customer's sole and exclusive remedy, and IPI's entire liability, for any breach of this Limited Hardware Warranty.

3. Limited Software Warranty

IPI warrants to Customer that, for a period of ninety (90) calendar days from the Start Date (the "Warranty Period"), the Software will conform to the accompanying documentation. Any warranty claim must be submitted in writing and received by IPI within the Warranty Period. If the Software does not conform to this warranty, IPI will have thirty (30) calendar days from receipt of the claim to use commercially reasonable efforts to repair or replace the Software at no additional charge to Customer. If IPI is unable to repair or replace the Software, IPI may terminate the license and refund the amount paid. This warranty constitutes IPI's sole obligation and Customer's exclusive remedy for any breach. This warranty is non-transferable.

4. Warranty Restrictions

This warranty does not apply if the Hardware or Software has been altered by anyone other than IPI or the ODM; has not been properly installed, operated, repaired, or maintained in accordance with the documentation provided by IPI or the ODM; or has been subjected to unreasonable physical, thermal, or electrical stress, misuse, negligence, or accident. Customer is solely responsible for evaluating the suitability of the product for its intended application and for maintaining adequate backups of programs and data to prevent loss or corruption.

5. Return Merchandise Authorization (RMA)

Nonconforming Hardware may only be returned with a Return Merchandise Authorization ("RMA") number issued by authorized IPI service personnel. Any Hardware returned without an RMA may be rejected, returned or scraped at IPI's election.

IPI RMA Process

1. Customer must send an email to the IPI Technical Assistance Center ("IPI TAC") at IPI-TAC-Global@ipinfusion.com, including the Hardware serial number, purchase date, and a detailed description of the warranty claim.
2. IPI TAC will perform remote diagnostics and collect the necessary information regarding the claim.
3. IPI TAC will open a ticket with the ODM.
4. If appropriate, the ODM will issue an RMA number (valid for thirty [30] calendar days) to IPI TAC.
5. IPI TAC will provide the RMA number to Customer. IPI's Logistics Partner (Distributor) will then contact Customer and arrange for shipment of the Hardware to an Authorized Repair Center.
6. The ODM will repair or replace the Hardware within thirty (30) calendar days after receipt and return the repaired or replacement Hardware to Customer. Delivery times may vary depending on Customer's location. The ODM will either repair the nonconforming Hardware or replace it with Hardware that is either new or equivalent to new.
7. For out-of-warranty, non-repairable, or otherwise not covered under this Product Warranty if Customer fails to provide disposition instructions (including authorization to repair, return, or scrap) within thirty (30) calendar days after IPI's written notice, such Hardware will be deemed abandoned. In such cases, IPI and/or its ODM may, at their discretion, scrap, recycle, or otherwise dispose of the Hardware without liability to Customer. Customer hereby waives any claims with respect to such Hardware.

Costs and Responsibilities

- All inspection, handling, and shipping of the nonconforming Hardware shall remain the responsibility of Customer.
- Transportation costs, insurance, duties, and fees (if any) related to shipping nonconforming Hardware to an Authorized Repair Center shall be borne by Customer.
- IPI and/or the ODM will pay for transportation costs associated with returning repaired or replacement Hardware to Customer.
- If IPI determines, in its sole discretion, that the allegedly nonconforming Hardware is conforming or otherwise not covered by IPI's Product Warranty, then Customer shall be responsible for all inspection costs, any repair costs, and all related insurance, duties, fees, and shipping expenses, which must be paid before the Hardware is returned.

To be eligible for Return Merchandise Authorization (RMA) services, the Customer must have an active Maintenance and Support contract as well as a valid hardware warranty. These agreements ensure continued access to technical assistance, replacement services, and product support. Without both an active Maintenance and Support contract and current hardware warranty, RMA requests cannot be processed or fulfilled.

6. Warranty Disclaimer

EXCEPT AS EXPRESSLY SET FORTH ABOVE, IPI AND EACH ODM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, IPI DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT CUSTOMER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

7. Limitation of Liability

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IN NO EVENT WILL IPI OR ITS AFFILIATES SUPPLIERS OR ANY ODM BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, IPI SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, DATA, OR MEMORY DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT SOLD BY OR RETURNED, WHETHER UNDER WARRANTY OR NOT. THE PARTIES AGREE THAT THE CALIFORNIA LAW SHALL APPLY TO ANY DISPUTE AND THE EXCLUSIVE VENUE FOR ANY DISPUTE BETWEEN THEM SHALL BE IN THE FEDERAL OR STATE COURTS IN SANTA CLARA COUNTY, CALIFORNIA, AND THE PARTIES’ CONSENT TO THE EXCLUSIVE JURISDICTION IN THOSE COURTS.

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