



Cisco/Meraki Limited 1-Year Hardware Warranty

WARR-CW-1YR-LTD

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Table of Contents

Cisco Limited 1-Year Advanced Replacement Warranty Terms	3
Limited Hardware Warranty	
DISCLAIMER OF WARRANTY	
Governing Law, Jurisdiction and Venue	5
How to Return Parts	6
Return Material Authorizations	
Online Resources	7
Cisco General Terms	
Warranty Online	
Obtaining Documentation	

Cisco Limited 1-Year Advanced Replacement Warranty Terms

The following are terms that apply to your Cisco/Meraki hardware during the warranty period. Your embedded software is subject to the Cisco End User License Agreement.

Duration of Hardware Warranty: One (1) Years

Replacement, Repair or Refund Procedure for Hardware: Cisco or its service center will use commercially reasonable efforts to ship a replacement part within five (5) business days after receipt of the RMA request to the customer address of record. Shipments will use commercially reasonable efforts for delivery dependent on region. Actual delivery times may vary depending on Customer location. Taxes and duties may apply and will be borne by the recipient of the replacement part.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

Limited Hardware Warranty

Hardware: Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that commencing from the date of shipment to Customer (and in case of resale by a Cisco Approved Source, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) as otherwise set forth in this document or provided at <https://cisco.com/go/warranty>, the Hardware will be free from defects in material and workmanship under normal use.

Additional Cisco/Meraki specific information can be found here:

<https://meraki.cisco.com/support/#policies:return>.

The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped.

This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (or if no warranty card, as described on the Cisco Product Warranties web page <https://www.cisco.com/go/warranty>) or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid.

Cisco replacement parts used in Hardware replacement may be new or equivalent to new.

Cisco's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures and in accordance the Cisco RMA Policy for Warranty and Hardware Support Contract Returns.

Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been

subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Limitations and Exclusions of Liability

In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Hardware or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the fees paid by Customer to any Approved Source for the Hardware that gave rise to the claim. This limitation of liability for Hardware is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

Exclusions

CISCO DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CISCO IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY DATA, OPERATING SYSTEMS, PROGRAMS OR REMOVABLE STORAGE MEDIA. CISCO IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY SOFTWARE OR DATA.

Cisco is not responsible for any confidential, proprietary, or personal information returned to Cisco for any reason.

Governing Law, Jurisdiction and Venue

This warranty will be governed exclusively by the governing law below, based on Customer's primary place of business and without regard to conflicts of laws rules or the United Nations Convention on the International Sale of Goods. The courts and venues set out below will have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this warranty or its formation, interpretation or enforcement. Each party consents and submits to the exclusive jurisdiction of such courts.

Customer's Primary Place of Business	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean, or any other location not specified below.	State of California, United States	Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California
Africa	England	English Courts
Asia*	England	English Courts
Australia	State of New South Wales, Australia	State and Federal Courts in New South Wales
Canada	Province of Ontario, Canada	Courts of the Province of Ontario
China	People's Republic of China	Hong Kong International Arbitration Center
Europe*	England	English Courts
Italy	Italy	Court of Milan
Japan	Japan	Tokyo District Court of Japan
Middle East	England	English Courts
Oceania*	England	English Courts

*Excluding countries listed separately in this table.

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the End User License Agreement shall be entitled to enforce or take the benefit of any of its terms under the

Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

“Approved Source” means Cisco or a Cisco authorized reseller, distributor, or systems integrator.

How to Return Parts

Return Material Authorizations

To Receive a Return Materials Authorization (RMA) Number:

- Please contact the party from whom you purchased the product.
- If you purchased the product directly from Cisco, call Cisco TAC by phone to start a validation of your warranty claim.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL: <https://www.cisco.com/go/DirTAC>.

Cisco's Technical Assistance Center (TAC) will perform limited troubleshooting to isolate the hardware problem and determine cause of failure. If you are instructed to return your product under the terms of your warranty and issued an RMA Number, follow these steps:

- Return the unit to Cisco or your network supplier in accordance the Cisco RMA Policy for Warranty and Hardware Support Contract Returns. Your unit will be replaced per the applicable warranty guidelines.
- If you cannot locate your network supplier, you may return the unit to Cisco.

All material returned to Cisco must be accompanied by a Return Material Authorization (RMA) number issued by Cisco to ensure tracking and handling of returned material. The [Cisco Returns Portal](#) provides instructions on obtaining an RMA number and returning items to Cisco.

If the RMA number does not match the serial number of failed return product, Cisco reserves the right to refuse receipt of the returned unit(s).

Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Advance replacements to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2020). All advance replacements will be shipped Delivered At Place (DAP) (Incoterms 2020), exclusive of any import duties, taxes and fees, where applicable. All advance replacements will be shipped using Cisco's preferred carrier, freight prepaid by Cisco. Requests for alternate carriers will be at Customer's expense.

After exchange, the original (failed) part is Cisco property. You must return the original failed part within ten (10) calendar days in accordance with the Cisco RMA Policy for Warranty and Hardware Support Contract Returns.

Important Claim Information you should record. Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Online Resources

Cisco General Terms

The Cisco General Terms governing software use is available at the following URL: <https://www.cisco.com/go/softwareterms>.

Warranty Online

Product warranty terms and other information applicable to Cisco products are available at the following URL: <https://www.cisco.com/go/warranty>.

Consult the above website or your Cisco Sales and Service Representative for a listing of Cisco products and applicable warranties.

Obtaining Documentation

For information on obtaining documentation, submitting a service request, and gathering additional information, see the monthly What's New in Cisco Product Documentation, which also lists all new and revised Cisco technical documentation, at:

<https://www.cisco.com/c/en/us/td/docs/general/whatsnew/whatsnew.html>.

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