

## **Warranty for Opengear Hardware Purchased before June 20, 2025**

### **STANDARD WARRANTY**

Opengear, Inc., ("Opengear") warrant your Opengear Hardware product to be free from defects in workmanship and material (except in those cases where the materials are supplied by the Purchaser) under normal and proper use and service for the period of four (4) years from the date of original purchase from an Authorized Opengear reseller. In the event that the Hardware fails to meet this warranty within the applicable warranty period, and provided that Opengear confirms the specified defects, Purchaser's sole remedy is to have Opengear, in Opengear's sole discretion, repair or replace such product, at no additional charge. Repair parts and replacement products will be provided on an exchange basis and will be either new or refurbished. In the event of product obsolescence, Opengear reserves the right to replace failing product with a product of like or better features and functionality. Opengear will retain all replaced parts and products. If any firmware incorporated in any Product fails to conform to the warranty set forth in this Section, Opengear shall provide a bug fix or software patch correcting such non-conformance within a reasonable period after Opengear receives from Purchaser (i) notice of such non-conformance, and (ii) sufficient information regarding such non-conformance so as to permit Opengear to create such bug fix or software patch. Notwithstanding the foregoing, this hardware warranty does not include service to replace or repair damage to the product resulting from accident, disaster, abuse, misuse, electrical stress, negligence, any non- Opengear modification of the product except as provided or explicitly recommended by Opengear, or other cause not arising out of defects in material or workmanship. This hardware warranty also does not include service to replace or repair damage to the product if the serial number or seal or any part thereof has been altered, defaced or removed. If Opengear does not find the product to be defective, the Purchaser will be invoiced for said inspection and testing at Opengear's then current rates, regardless of whether the product is under warranty.

### **LIMITATION OF LIABILITY**

No action, regardless of form, arising from this warranty may be brought by either party more than two (2) years after the cause of action has occurred. Purchaser expressly agrees that Opendgear's liability, if any, shall be limited solely to the replacement or repair of the product in accordance with the warranties specifically and expressly set forth herein. The remedies of the Purchaser are the exclusive and sole remedies available, and, in the event of a breach or repudiation of any provision of this agreement by Opendgear, the Purchaser shall not be entitled to receive any incidental damages as that term is defined in Section 2-715 of the Uniform Commercial Code. Opendgear waives the benefit of any rule that disclaimer of warranty shall be construed against Opendgear and agrees that such disclaimers herein shall be construed liberally in favor of Opendgear.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES GIVEN IN CONNECTION WITH THE PRODUCT AND THE HARDWARE. OPENGear DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE SUITABILITY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. OPENGear DOES NOT PROMISE THAT THE PRODUCT IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. IN NO EVENT SHALL OPENGear BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS, OR ANY INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER OPENGear WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Last Modified: June 20, 2025