# ACTIVES PRODUCT WARRANTY – TERMS & CONDITIONS

PPC Technologies India Pvt Ltd and Opterna Technologies Pvt Ltd are direct or indirect, wholly-owned subsidiaries of Belden Inc. that may act as the selling entity for certain products mentioned below.  Whichever entity is the selling entity for a particular transaction is referred to herein as “Company”.

‘Products’ refer to Fibre Optic Active equipment sold by the Company

‘Buyer’ refers to an ordering entity or an authorized representative of the ordering entity or person to whom the products are sold by PPC

## LIMITED PRODUCT WARRANTY

* 1. THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
  2. Company warrants to Buyer that the Products are, at the time of delivery to Buyer, free of material and workmanship defects, provided that no warranty is made with respect to
     1. any Product which has, in Company’s judgment, been subject to negligence, misuse, abuse, accident or improper storage,
     2. any Product which has not, in Company’s judgment, been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of Company or
     3. any Products which have been used for any other purposes other than that for which the Products were designed regardless of whether or not the Buyer advised the Company of its intent to use those Products for those other purposes.
  3. Repairs to, alteration of, or work done on the Products without Company’s prior written authorization shall void Company’s warranty on the Products.
  4. At its option, Company shall repair, provide replacement Products, either with a same or upgraded version for, or refund the purchase price of any Products that breach the foregoing warranty for, periods starting from the date of shipment of the Products to Buyer, for one (1) year; and such obligation shall be Company’s exclusive obligation and the full extent of its liability, and Buyer’s exclusive remedy, for breach of warranty.
  5. Company makes no warranty with respect to any software or firmware that are a part of the Products, and Company makes no warranty with respect to Products that are manufactured by and carry the brand of a third party that is not an affiliate of PPC.
  6. Upon discovery of an alleged defect, Buyer shall notify Company in writing within ten (10) days of such discovery of any claim whatsoever that Buyer may have with respect to the Products, and failure to give such notice within the specified time shall constitute an unqualified acceptance and waiver of all claims with respect to the Products. Upon receipt of notice from Buyer claiming defective Products, Company may inspect such Products at Buyer’s location or require that they be returned to Company on a freight collect basis for inspection.  All warranty claims must be supported by a dated proof of purchase and appropriate Product identification information, where applicable.  Product can be returned to Company only when it has issued proper return authorization.  Company retains the right to be the sole judge of what constitutes a defect in performance or manufacturing in regard to this warranty.
  7. Acceptance shall occur, if not before, when Buyer fails to reject in writing within ten (10) days after delivery of the Products to Buyer. Buyer may rightfully reject only where a reasonable inspection shows that the Products fail to substantially conform to the applicable Product specifications. Rejection shall not affect transfer of title and risk of loss.  Buyer waives its right to revoke acceptance, it being the intent of the parties that Buyer’s remedies for any nonconformity detected after acceptance be limited to those expressly provided herein for breach of warranty.  After acceptance, the Products may not be returned to Company except to the extent expressly provided herein upon a breach of warranty.
  8. PPC does not warrant that the operation of any product will be uninterrupted or error free.
  9. PPC’s limited warranty covers only those defects that arise as a result of normal use of the product and does not cover any other problems, including those that arise as a result of: (i) improper maintenance or modification; (ii) operation outside the product’s specifications; or (iii) unauthorized repair by third party(iv) defects or damages caused due to lightning, earthquake, fire and electrical power surges

## LIMITATION OF LIABILITY

1. IN NO EVENT SHALL COMPANY BE LIABLE (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES BY WHOMEVER INCURRED OF WHATEVER NATURE, INCLUDING DAMAGES FOR LOST PROFITS, DATA, TIME, REVENUES OR THE LIKE, EVEN IF COMPANY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.  FURTHER, IN NO EVENT SHALL COMPANY’S TOTAL LIABILITY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, INCLUDING NEGLIGENCE) FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCTS GIVING RISE TO SUCH CLAIMS OR DAMAGES.  THIS SECTION SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

## EXTENDED WARRANTY

1. Company offers extended product warranty for products that are eligible, on the expiry of the Limited Warranty, on the warranty terms & conditions applicable for the Limited Warranty with the exceptions stated below.
2. Company’s Extended Product Warranty program is available with the below mentioned options;
   1. Basic Extended Product Warranty
   2. Premium Extended Product Warranty
   3. Superior Extended Product Warranty
3. Eligibility for extension of Warranty is decided by Company at its sole discretion on receipt of a request for Extended Warranty. Note that all Company products are not eligible for extended warranty.
4. The application for extension of Warranty should reach Company 30 days before the expiration of the existing warranty period.
5. In the event an extended warranty is requested after the expiration of the previous warranty period, Company personnel or its authorized representative shall visit the site for product evaluation based on which Company shall decide whether to offer extended warranty or not. In such an event, the customer will be responsible to bear the product evaluation charges which will be communicated to the customer beforehand.
6. The term of an Agreement shall not begin until the day following the expiration of the existing Limited Warranty or Extended Warranty. The beginning date and ending date are specified in the Warranty Certificate issued by Company
7. Extended Warranty charges shall be levied as per the warranty option availed by the customer as mentioned in Clause 3.2 of this document. Depending upon the product condition Company will decide if there is a need to increase the charges.
8. All charges for extended warranty coverage shall be due and payable as of the date of this Agreement and shall be non-refundable once paid.
9. Nothing in the agreement prevent Company from not offering Extended warranty services to products which it finds not meeting the eligibility to offer the service.

## RETURN MATERIAL AUTHORIZATION PROCEDURE

1. In the event of a system failure, the Buyer must rule out potential causes which are not related to product supplied by Company and reasonably make sure that the problem is due to the supplied product not performing to the defined specification as stated in the datasheet/manual.
2. A claim has to be raised to Company directly on any of the contact details given in clause 5 of this document in writing or by email along with the following documents;
   1. A copy of the Annexure 1 (attached below)
   2. A copy of the invoice obtained at the time of sale
3. Product identification number which include Product serial number, PON serial number, MAC ID and model numbe1 shall be visible in the returned device for warranty claim acceptance.
4. On receipt of the claim, Company will ask for any further information regarding the details of installation, work environment, operating conditions and test results from the user/installer. Based on the information received, upon having the right to decide on its further proceedings, Company issue an RMA number to the contacting entity by email or other medium.
5. If there exists a valid reason for a claim, Company will inform the Buyer its due course of action with timelines within 48 hours from the date of receipt of claim from the customer/user. By acceptance of this action plan by Company, the Buyer acknowledges an agreement to pay all charges considered to be normal industry charges for work completed in regards to processing the claim, in the event Company discovers or establishes in any subsequent stage that the product performs to its defined specifications.
6. Further, Company, at its sole discretion, shall decide to do an onsite inspection/testing or otherwise ask the user/installer to arrange return of product claimed defective to one of Company’s nearest regional offices/test facility to assess the claimed defect. The claimant shall bear the inward freight cost of shipping the products to Company store for evaluation & repair. Company shall bear the outward shipping cost only up to whom the product was originally sold as per the details available in invoice.
7. Returned material not accompanied by a complete statement of claimed defects will be returned at the claimant’s expense and no evaluation of such product shall be carried out by Company.
8. Products thus assessed by/returned to Company, claimed defective, but found to meet all previously applicable specifications are subject to an evaluation and assessment charge and Company shall have the right to invoice the Buyer for all related labour, travel expenses and normal personnel and equipment charges under this head.
9. On completion of assessment of claim and the product is found to have a manufacturing defect or its parts faulty, Company shall decide, at its sole discretion, to repair (onsite/at one of Company’s authorized/regional test facilities) or replace the product. This decision shall be confirmed only after thorough inspection/testing by Company and will be communicated to the Buyer in writing (letter or e-mail) in reasonable time. This letter/e-mail shall inform the Buyer of the estimated time within which the products shall be returned after repair/replaced.
10. Any replacement product may be either new or like-new, provided that it has functionality at least equal to that of the product being replaced.
11. The product thus repaired or replaced under warranty is only warranted for the remaining unexpired period of time in the original warranty for the particular defective product.
12. If Company is unable to repair or replace, as applicable, a defective product which is covered by Company’s warranty, Company shall, within a reasonable time after being notified of the defect, refund the purchase price of the product/issue a credit note for any defective product as an alternative to repair or replacement.



## LOCAL LAW

1. To the extent allowed by local law, the remedies provided in this Limited Warranty Statement are the customer’s sole and exclusive remedies.
2. TO THE EXTENT ALLOWED BY LOCAL LAW, EXCEPT FOR THE OBLIGATIONS SPECIFICALLY SET FORTH IN THIS WARRANTY STATEMENT, IN NO EVENT SHALL Company OR ITS THIRD PARTY SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## CONTACT US

* + By Email: [actives.ind@opterna.com](mailto:actives.ind@opterna.com); actives.india@ppc-online.com
  + By Post/Mail: Opterna Technologies Pvt. Ltd., 3a & 3b, 3rd Floor, Noel Focus,

Seaport-Airport Road, Chittethukara, Kakkanad, Kochi – 682037

* Talk to Us: +91484 2883600

**ANNEXURE - 1**

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Claimant Name: |  | | Total no of devices |  | | Selling dealer: |  | Date: | |  |
|  |  |  | | |  | | | |  | |
| **Sl No** | **Model Number** | **Product Serial Number** | | | **Complaint** | | | | **Remarks** | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |
|  |  |  | | |  | | | |  | |

**ANNEXURE - 2**

**PPC PRODUCT WARRANTY OPTIONS**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Services** | **Standard Product Warranty** | **Basic Extended Product Warranty** | **Premium Extended Product Warranty** | **Superior Extended Product Warranty** |
| **Term** | 1 Year | 1 Year | 1 Year | 1 Year |
| **Charges Per Annum** | Free | 5.00% | 10.00% | 15.00% |
| **Software Updates/Bug Fixes** | Yes | Yes | Yes | Yes |
| **Software Upgrades** | No | No | Yes | Yes |
| **8x5 Telephonic Support** | Yes | Yes | Yes | NA |
| **24x7 Telephonic Support** | No | No | No | Yes |
| **8x5 Remote Support** | Pre-Scheduled | Pre-Scheduled | Yes | Yes |
| **Onsite Support** | Within  48 Hours | No | Within  48 Hours | Within  24 Hours |
| **Repair/Replacement Turn Around Time** | 45 Working Days | 45 Working Days | Next Business Day | Next Business Day |
| **Repair Charges to be Paid by Customer** | No\* | Yes | Yes | No |
|  |  |  |  |  |
| \*PPC takes the responsibility to deliver the services free of charge, provided the non-performance of network is caused due to the unlikely event of an inherent manufacturing defect. | | | | |

**Terms & Conditions:**

1. The above warranty options are available until the EOL (End of Life) or EOS (End of Sale) of a product.
2. The customer will be informed at least six months in advance about the EOL and EOS.
3. Extended Warranty can only be opted for a period of one year and should be renewed before the expiration of the current term.
4. Company reserves the right to deny warranty if the product is found to be used against the standard operating instructions or practices.
5. Please refer to the Company Product Warranty terms & conditions above for more details.