

Subject to the terms and conditions set forth herein, D-Link Australia Pty Ltd. ("D-Link") provides this Limited warranty for its product only to the person or entity that originally purchased the product from:

- D-Link or its authorized reseller or distributor and
- Products purchased and delivered within Australia and New Zealand

**Limited Warranty:** D-Link warrants that the hardware portion of the D-Link products described below 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 applicable to the product type ("Warranty Period"), except as otherwise stated herein.

Limited Lifetime Warranty for the Product(s) is defined as follows:

- Hardware for as long as the original customer/end user owns the product, or five years after product discontinuance, whichever occurs first (excluding power supplies and fans)
- 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 or to refund 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. If a material defect is incapable of correction, or if D-Link determines in its sole discretion that it is not practical to repair or replace the defective Hardware, the price paid by the original purchaser for the defective Hardware will be refunded by D-Link upon return to D-Link of the defective Hardware. All Hardware (or part thereof) that is replaced by D-Link, or for which the purchase price is refunded, shall become the property of 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 ("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 Warranty Period, the magnetic media on which D-Link delivers the Software will be free of physical defects. D-Link's sole obligation shall be 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 at D-Link's sole discretion. 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. Software will be warranted for the remainder of the original Warranty Period from the date of original retail purchase. 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 hardware and software of D-Link's products will not be applied to and does not cover any refurbished product and any product purchased through the 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.
- The original product owner must obtain a Return Material Authorization ("RMA") number from the Authorized D-Link Service Office and, if requested provide written proof of purchase of the product (such as a copy of the dated purchase invoice for the product) before the warranty service is provided.
- 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 Australia Pty Ltd., 6 - 10 Talavera Road, North Ryde, NSW 2112**. 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, with shipping charges prepaid. Expedited shipping is available if shipping charges are prepaid by the customer and upon request.

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:** This limited warranty provided by D-Link does not cover: Products, if 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; 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. Repair by anyone other than D-Link or an Authorized D-Link Service Office will void this Warranty.

**Disclaimer of Other Warranties:** EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, 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 NINETY (90) DAYS. 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 New South Wales, Australia. Some states within Australia and New Zealand 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 product owner may also have other rights which vary within other states of Australia and New Zealand.

**Trademarks:** D-Link is a registered trademark of D-Link Systems, Inc. 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 Australia Pty Ltd. Contents are subject to change without prior notice.

**CE Mark Warning:** This is a Class A 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 A 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 of Australia or New Zealand, please contact corresponding local D-Link office.**