



# Advanced Replacement Program



# Advanced Replacement Program (ARP)

## Terms and Conditions

The Customer shall pay the full ARP Fee within thirty (30) days from the ARP start date. All payments shall be in US Dollars.

Z-Band Technologies, LLC (Z-Band) has agreed to provide the ARP for the Covered Products for one year, commencing on the program start date. The ARP will renew annually after receiving PO from the customer.

### Products Covered by the Advanced Replacement Program

This program applies to all Z-Band Video Hubs/ Z-Distributions, Baluns/Z-Baluns, Fiber Receivers and Fiber Transmitters you have purchased from Z-Band or an authorized Z-Band reseller that is currently on-site.

Our policy is to offer a Product Warranty and Advanced Replacement Program as well as to perform services only on products purchased from an authorized Z-Band reseller and only accompanied by proof of purchase. If you purchase a Z-Band product from an unauthorized reseller or if the original factory serial number has been removed, defaced or altered, the Z-Band warranty and the Advanced Replacement Program will not be valid.

Unfortunately, there are some websites and dealers who claim to be authorized Z-Band resellers but are not. Z-Band Products sold on these websites or from these dealers do not carry a warranty from Z-Band. When you purchase products from an unauthorized website or dealer, you are taking a risk because these products may be counterfeit, used, defective, or may not be designed for use in your country. Please protect yourself and your Z-Band product by ensuring that you only purchase Z-Band products from an authorized reseller.

If you have any questions about authorized resellers, please contact Z-Band at (866-902-2606).

### What the Advanced Replacement Program Covers

Z-Band warrants its products contained in their original packaging against defects in workmanship and materials. Such warranty shall apply only for so long as the purchased

Z-Band product remains under normal use for their intended purpose and service for the period(s) listed on the Z-Band Invoice.

The length of the Limited Warranty will vary depending upon the Z-Band product you bought. All Z-Band Limited Warranties begin on the date of original shipping date on the invoice of purchase. The Advanced Replacement Program can be offered at the original date of purchase, and up to 90 days prior to the end of Limited Hardware Warranty.

PLEASE RETAIN A COPY OF YOUR INVOICE AS PROOF OF PURCHASE. Please see the Support pages on [z-band.com](http://z-band.com) to determine the warranted period for your specific Z-Band product.

### What Is Not Covered by the Z-Band Warranty

To the extent not attributed to Z-band, this warranty does not apply if the Z-Band product fails due to damage from shipment, handling, storage, accident, abuse or misuse, or if it has been used or maintained in a manner not conforming to product manual instructions.

NOR DOES Z-BAND WARRANT THAT THE OPERATION OF ANY PRODUCT WILL BE UNINTERRUPTED OR ERROR- FREE. THE LIMITED HARDWARE WARRANTY PROVIDED

HEREIN IS NON-TRANSFERABLE. IT IS ALSO CONTINGENT UPON THE PROPER INSTALLATION AND USE OF THE PRODUCT IN ACCORDANCE WITH Z-BAND'S SPECIFICATIONS, AND SUBJECT TO ALL LIMITATIONS AND RESTRICTIONS SET FORTH EXPRESSLY HEREIN. THIS WARRANTY DOES NOT APPLY TO ANY PRODUCT THAT: (1) IS IN AN OPERATING ENVIRONMENT THAT DOES NOT COMPLY WITH Z-BAND'S REASONABLE SPECIFICATIONS; (2) HAS BEEN REPAIRED OR MODIFIED BY PERSONS OTHER THAN Z-BAND OR ITS AUTHORIZED TECHNICIANS OR OTHERWISE APPROVED BY Z-BAND; (3) HAS BEEN DAMAGED BY CUSTOMER OR RENDERED UNSERVICEABLE BY IMPROPER MAINTENANCE, OR MAINTENANCE BY UNCERTIFIED SERVICE PERSONNEL; OR (4) HAS BEEN SUBJECT TO ABUSE OR NEGLIGENCE. NO ONE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY AND Z-BAND SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, TO THE MAXIMUM EXTENT THAT SUCH DISCLAIMER IS PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY SET FORTH HEREIN

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### Your Responsibilities

In order to obtain warranty service or product replacement under Z-Bands Limited Hardware Warranty or Advanced Replacement Program, during the Z-Bands product's warranted or replacement period, as set forth above, you must submit a valid claim to Z-Band by:

1. Obtaining an RMA number by contacting Z-Band technical support;
2. Returning the failed product to the address provided by Z-Band technical support; and
3. Providing Z-Band with proof of the original date of purchase or ARP #.

If you have a Z-Band product and are in need of a replacement, please submit your request utilizing the online RMA login.

A replacement product will only be authorized after a RMA is issued. Optionally, a RMA can be requested by calling our Engineering center at (866-902-2606). Available Monday-Friday (excluding holidays) 8am to 5pm EST. A replacement product will then be shipped to the end user utilizing next-day-deliver (provided a replacement product is available) at Z-Band's expense and if a replacement product is not available, the Customer will be notified promptly. Once the customer receives the replacement product, the defective product must be returned in the packaging utilized to ship the replacement product within ten (10) business days after the customer's receipt of receiving the replacement product. All product returned to Z-Band must have the RMA number clearly marked on the outside of the packaging to ensure receipt and credit for the returned product. In both instances, such product shall operate in all material respects of conformity with its applicable user manual or Z-Band documentation.

Failure to return the replacement product to Z-Band within ten (10) business days will result in charging list price for the replacement product. This Program is only available in the Continental U.S. for products purchased from Z-Band and Z-Band authorized distributors. Product presented for repair may be replaced with manufactures refurbished goods of the same type rather than being repaired. Refurbished or used parts may be used to repair the goods.

### Z-Band's Advanced Replacement Program Responsibilities

As long as you fulfill your obligations under "YOUR RESPONSIBILITIES" above, Z-Band will replace your product with the same or functionally equivalent product in all material respects in conformity with the product's applicable use manual or Z-band documentation, at its discretion, free of charge.

For services set forth in herein or otherwise that are excluded, additional, or otherwise result in additional fees to customer, Z-Band shall provide prior written notice of such applicable fees prior to providing or incurring such services or expenses, directly or by a contractor/agent of Z-band, to allow customer to determine whether to proceed with such additional services/expenses.

### Limitation of Liability

EXCEPT FOR THE PRODUCT WARRANTY AND REPLACEMENT PROGRAM OBLIGATIONS DESCRIBED HEREIN, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, UNDER ANY LEGAL THEORY RELATING TO THE SALE OF Z-BAND'S PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF ANY OF THE FOLLOWING: USE, REVENUE, ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), THE USE OF MONEY, ANTICIPATED SAVINGS, BUSINESS, OPPORTUNITY, GOODWILL, REPUTATION, OR DAMAGE TO OR CORRUPTION OF DATA. Z-BAND SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH Z-BAND PRODUCTS OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCTS. THE FOREGOING LIMITATIONS SHALL NOT APPLY TO ANY STATUTORY PROVISION THAT PROHIBITS EXCLUSION AS SUCH BY Z-BAND.

SOME STATES (OR COUNTRIES OR PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU



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## Information & Acknowledgement

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Z-BAND TECHNOLOGIES, LLC

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TITLE

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SIGNATURE

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