

# P3 Systems Inc Equipment Warranty

## Definitions

**Buyer:** Any individual, business, institution or other entity that purchases materials from P3 Systems Inc.

**End User:** A Buyer who purchases materials from P3 Systems for their sole use

**Material(s):** physical equipment and manufacturer accessories purchased through P3 Systems Inc

**P3 Systems Inc:** Seller, (P3, P3 Systems)

**Reseller:** A Buyer who purchases material from P3 Systems solely with intent to resell the material to others

**RMA:** Return Materials Authorization

**Seller:** P3 Systems Inc.

**Value Added Reseller:** (VARs) A Buyer who purchases materials from P3 with the intent of reselling those materials and adding equipment, software or services to the materials

**Managed Service Provider:** (MSP) A Buyer who purchases materials from P3 with the intent of installing them at client facilities, or on behalf of another business, individual, institution, or entity.

## Warranty General Information

Warranty periods are determined by the Buyers relationship with P3 Systems as defined above. During the warranty period, materials sold by P3 Systems are warranted to be free from defects that affect installation and operation of the material as would be reasonably inferred by the manufacturer as determined solely by P3 Systems.

This warranty is non-transferable and valid only to the original Buyer of the materials.

This warranty does not apply to any failure of the Materials due to uses listed in the Warranty Exclusions & Limitations.

This warranty does not apply to software, batteries and licenses. P3 Systems Inc disclaims any warranty, express or implied, for such goods and services, except as separately agreed to in writing.

This warranty may be updated or modified by P3 Systems at any time.

In the event of insolvency or dissolution on the part of P3 Systems, all warranties are abjured and annulled.

## Lifetime Replacement Warranty for End Users

P3 Systems warranties materials purchased by End Users for life from date of purchase.

Lifetime warranty is non-transferable, and valid only to the original Buyer of the materials.

This warranty does not apply to any failure of the materials due to uses listed in the Warranty Exclusions & Limitations section.

This warranty does not apply to equipment installed at locations other than the buyer's facility, home, or campus (as appropriate to the buyer's entity type).

During the warranty period, P3 Systems will provide remedy (see section 'Remedy') for warranty claims.

## 30 Day Replacement Warranty for Resellers, VARs, and MSPs

P3 Systems warranties network equipment purchased by resellers and service providers from date of sale to 30 days from date of delivery.

During these warranty period, P3 Systems will provide remedy (see section 'Remedy') for warranty claims.

This warranty does not apply to any failure of the Materials due to uses listed in the Warranty Exclusions & Limitations.

Product must be returned in original packaging with all accessories and in the same physical condition in which it arrived to you; failure to do this can result in a restocking fee up to the full purchase price, at Seller's discretion

## Warranty Exclusions & Limitations

Exclusions apply to the lifetime warranty from P3 Systems. These exclusions listed below are illustrative, not exhaustive; they include, but are not limited to:

- **Acts of God:** Flooding, fires, tornadoes, hurricanes, or other natural disasters
- **Electrical instances:** power surges, improper voltage/phase, lightning strikes, and incorrect power supplies.
- **Product modifications:** Including alterations, upgrades, downgrades, configuration changes.
- **Mishandling or mistreatment:** lack of sufficient maintenance, and improper installations.
- **Physical damage:** Items damaged in transit (see below), items damaged via improper installation of other equipment
- **Software Issues:** Cisco IOS bugs, Unpreferred versions, firmware or rommon issues, etc.
- **Bad Faith:** Purchasing product with the intent to incur costs or damage to the seller or third parties, purchasing product with the intent to break laws in the jurisdictions installed or accessed.

P3 Systems reserves the right to accept or reject the replacement or repair of any equipment.

### Items damaged in transit

Items damaged in transit must have a return requested within 5 business days from date of delivery. Photos must be taken prior to opening the boxes, in accordance with our RMA policy.

## Non-Warranted Returns

Buyers who wish to return any working and functional network equipment (i.e. "wrong equipment ordered") must first request authorization to return the item.

Returns must be requested within 30 days from date of purchase.

Non-Warranted returns are subject to a restocking fee, the degree of which is determined upon receipt and assessment by the Seller. Restocking fee will be based on the original cost of the equipment as stated in the purchase order. To minimize the restocking fee, product must be returned in original packaging with all accessories as well as in the same physical condition in which it arrived to the Buyer.

The Buyer will be responsible for the cost of shipping a Non-Warranted return.

## Additional Information

Equipment approved under an RMA must be received by P3 Systems within 14 days of issuance of the RMA, or the RMA will be voided and any credit granted rescinded.

Buyer must request return of the defective unit by contacting the sales representative associated with the purchase. Subsequent to the contact return requests conforming to this warranty will be approved through the issuance of a return materials approval (RMA) number.

Upon issuance of the RMA, the Buyer will return the materials according to the instructions provided for on the RMA. Authorized returns within 30 days of delivery require materials to be returned in their original packaging with all accessories. When an RMA is authorized the provisions of the RMA document are incorporated into this warranty.

Failure to follow the shipping instructions on the RMA, or, to properly package return materials may result in cancelation of the return approval and associated credit. In addition, if replacement materials have been shipped, the Buyer will be invoiced for those materials.

## Remedy

P3 Systems will, at its sole discretion;

1. Replace defective equipment with a properly functioning unit;
2. Replace defective equipment with an upgrades model with comparable functionality;
3. Repair and return defective equipment to the buyer, which may incur downtime on the buyer's behalf for which P3 is not liable;
4. Issue a credit for the original purchase price of the unit

P3 Systems will assume the shipping costs of returning the approved RMA back to our facility if the shipment originates from the same address as the materials were originally shipped to. Shipping must be performed on P3 Systems account utilizing our preferred carrier. At the sole discretion of P3 Systems, Buyers may be authorized to ship materials from a different address if the cost of shipping would be comparable to shipping it from the original location. Buyer will be liable for shipping costs for any deviation of the shipping instructions.

Buyers will be liable for material and shipping costs for any items returned as defective that are found by the Seller to not be defective, as well as any replacement materials sent as a result of that claim.

In the event that replacement materials are sent to the Buyer, P3 Systems will pay for the cost of shipping and any associated import duties, taxes or similar fees. Replacement materials must be shipped to the same location as the original purchase shipment.

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