

Fastcomm Hardware Warranty Terms and Conditions

This manufacturer warranty (hereafter referred to as the “Warranty”) is granted by FASTCOMM USA LLC (hereafter referred to as “FASTCOMM”) to the purchaser (hereafter referred to as the “CUSTOMER”) of the FASTCOMM hardware PRODUCT (hereafter referred to as the “PRODUCT”). This warranty document is being delivered with the PRODUCT, subject to the following terms and conditions.

Warranty period of the PRODUCT:

This warranty applies for the period defined 12 months from the date the PRODUCT was first purchased by the CUSTOMER (“Date of Purchase”). For PRODUCT requiring a Subscription Service, this warranty period is defined as 12 months from the date that the PRODUCT (“Date of Original Subscription Service Activation”) or 3 months from the Date of Purchase, whichever comes first. This limited warranty extends only to the original purchaser.

FASTCOMM warrants the PRODUCT to be free from defects in workmanship and materials for the Warranty Period. If the PRODUCT fails during normal and proper use within the Warranty Period, FASTCOMM will repair or replace the defective parts of the PRODUCT, or the PRODUCT itself, with new or refurbished parts or PRODUCTS that are functionally equivalent or superior to those originally supplied. This Warranty does not include failure caused by improper installation, operation, cleaning or maintenance, accident, damage, misuse, abuse, modifications to the PRODUCT, any software programs (including viruses / malware), normal wear and tear or any other event, act, default or omission outside of FASTCOMM’s control. FASTCOMM does not guarantee uninterrupted service or coverage, or uninterrupted access to network or data. The warranty and remedies set forth are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

CUSTOMER responsibility during the PRODUCT Warranty Process.

- All warranty requests must be sent to: USTS@Fastcomm.com
- The PRODUCT’s Model number, Serial number or Agent ID number, and proof of purchase will be required.
- USTS@Fastcomm.com (i) will verify that the PRODUCT applies within the warranty period and (ii) will assist to troubleshoot the PRODUCT.
- If the problem is not solved remotely, the CUSTOMER will receive Warranty Returns Instructions from USTS@Fastcomm.com
- Follow the Warranty Returns Instructions. Pack the PRODUCT in safe and stable packaging. The original packaging may be useful for this purpose.

Exclusions from this limited Warranty Service

FASTCOMM does not warrant uninterrupted or error-free operation of this PRODUCT. The warranty only covers technical hardware issues during the warranty period and in normal use conditions. It does not apply to software issues or CUSTOMER induced damages or circumstances such as but not limited to:

- (a) The PRODUCT has been tampered with, repaired and/or modified by non-authorized personnel;
- (b) Damage to the PRODUCT caused by war, terrorism, fire, accident, natural disaster, water damage, flood, intentional or accidental misuse, abuse, neglect or improper maintenance, damaged during transportation and use under abnormal conditions;
- (c) Damage to the PRODUCT caused by improper installation or improper connection;
- (d) Damage to the PRODUCT caused by an external electrical fault, lightning or surge damage or any electrical accident;
- (e) Damage to the PRODUCT resulting from use outside of the operation, storage parameters, or environment;
- (f) Un-usability of or damage to the PRODUCT caused by contamination with hazardous substances, diseases, vermin, or radiation;
- (g) Fraud, theft, unexplained disappearance, or willful act;

Except as provided in this warranty, FASTCOMM is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to or corruption of data; or any indirect or consequential loss or damage whatsoever caused including the replacement of equipment and property, any costs of recovering or reproducing any data stored on or used with the PRODUCT.

Indemnification. The CUSTOMER shall defend, indemnify and hold harmless FASTCOMM and it’s affiliates, officers, directors, agents, suppliers, and employees from and against any and all claims, demands, causes of action, obligations, liabilities, expenses (including reasonable attorney’s fees), damages, or suits whatsoever, in connection with, arising out of, or relating to, in whole or in part, any act or omission of the CUSTOMER, including, but not limited to, the operation and management of the FASTCOMM PRODUCTS and services.

Out-Of-Warranty Cases

Returning the PRODUCT to FASTCOMM during the warranty period does not automatically mean that it will be repaired free of charge. Upon receiving the CUSTOMER’S PRODUCT, FASTCOMM reserves the right to check the validity of the Warranty and the request for Warranty service. If the Warranty Period has lapsed or if any of the exclusions apply, the CUSTOMER’S request will be deemed Out-Of-Warranty (“OOW”).