D-LINK Limited Product Warranty

General Terms

Nothing in this Limited Product Warranty affects your statutory rights as a consumer.

The Limited Product Warranty set forth below is given by D-LINK (Europe) Ltd. (herein referred to as "D-LINK"). This Limited Product Warranty is only effective upon presentation of the proof of purchase. Upon further request by D-LINK, this warranty card has to be presented, too.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, D-LINK MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. D-LINK EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD.

TO THE EXTENT ALLOWED BY LOCAL LAW, THE REMEDIES IN THIS WARRANTY STATEMENT ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT WILL D-LINK BE LIABLE FOR LOSS OF DATA OR FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT OR DATA), OR OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. HOWEVER, NOTHING IN THIS AGREEMENT LIMITS D-LINK'S LIABILITY TO YOU (I) IN THE EVENT OF DEATH OR PERSONAL INJURY TO THE EXTENT RESULTING FROM D-LINK'S NEGLIGENCE, OR (II) TO THE EXTENT RESULTING FROM ANY FRAUDULENT MISREPRESENTATION ON THE PART OF D-LINK, OR (III) TO THE EXTENT ARISING UNDER PART 1 OF THE CONSUMER PROTECTION ACT 1987 OF THE UNITED KINGDOM.

SOME STATES OR COUNTRIES DO NOT ALLOW: (1) A DISCLAIMER OF IMPLIED WARRANTIES; (2) A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION; OR (3) LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

This Limited Product Warranty applies to D-LINK branded hardware products (collectively referred to as "D-LINK Hardware Products") sold by D-LINK (Europe) Ltd., its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to as "D-LINK Resellers") with this Limited Product Warranty. The term "D-LINK Hardware Product" is limited to the hardware components and all its internal components including firmware. The term "D-LINK Hardware Product" DOES NOT include any software applications or programs.

Geographical Scope of the Limited Product Warranty

This Limited Product Warranty is applicable to Hardware Products sold by D-Link Resellers in all European Countries as listed in the addendum "European Countries for D-LINK Limited Product Warranty". The term "European Countries" in this D-LINK Limited Product Warranty only includes the countries as listed in this addendum. The Limited Product Warranty will be honoured in any country where D-LINK or its authorized service providers offer warranty service subject to the terms and conditions set forth in this Limited Product Warranty. However, warranty service availability and response times may vary from country to country and may also be subject to registration requirements.

Limitation of Product Warranty

D-LINK warrants that the products described below under normal use are free from material defects in materials and workmanship during the Limited Product Warranty Period set forth below ("Limited Product Warranty Period"), if the product is used and serviced in accordance with the user manual and other documentation provided to the purchaser at the time of purchase (or as amended from time to time). D-LINK does not warrant that the products will operate uninterrupted or error-free or that all deficiencies, errors, defects or non-conformities will be corrected.

This warranty shall not apply to problems resulting from: (a) unauthorised alterations or attachments; (b) negligence, abuse or misuse, including failure to operate the product in accordance with specifications or interface requirements; (c) improper handling; (d) failure of goods or services not obtained from D-LINK or not subject to a then-effective D-LINK warranty or maintenance agreement; (e) improper use or storage; or (f) fire, water, acts of God or other catastrophic events. This warranty shall also not apply to any particular product if any D-LINK serial number has been removed or defaced in any way.

D-LINK IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS FOR THE D-LINK HARDWARE PRODUCT.

Limited Product Warranty Period

The Limited Product Warranty Period starts on the date of purchase from D-LINK. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase date. You may be required to provide proof of purchase as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your D-LINK branded hardware is required within the Limited Product Warranty Period.

This Limited Product Warranty extends only to the original end-user purchaser of this D-LINK Hardware Product and is not transferable to anyone who obtains ownership of the D-LINK Hardware Product from the original end-user purchaser.

Product Warranty Period Table

The warranty period stated in this Table supersedes and replaces the warranty period as stated in the user's manual for the relevant products.

Where products were purchased before 1 April 2007 please refer to footnotes in the table.

Product Type	Product Warranty Period (where a 'Product Type' is discontinued during the 'Product Warranty Period' identified below, the Product Warranty Period shall be a maximum of two (2) years after the date of discontinuation.)
Wireless Routers and Adapters with Built-in IEEE 802.11n Technology (excluding power supplies, internal fans and accessories) ⁴	Eleven (11) years
 Smart Switches (excluding external power supplies, internal fans and accessories)¹ 	Five (5) years
Managed Switches (i.e. switches with built in SNMP agent, including modules and management software but excluding external power supplies, internal fans and accessories)	
Business Wireless Products (i.e. wireless switch family, outdoor wireless, metal chassis access points) (excluding external power supplies, internal fans and accessories)	
Firewall Security Appliances (excluding external power supplies, internal fans and accessories) ²	
All other products ³	Two (2) years
External power supplies, internal fans, adapters and accessories	Two (2) years

 $^{^1}$ All products within this category sold in European Countries by D-LINK Resellers from 1^{st} January 2004 to 31^{st} October 2006 carry 2 years warranty and those sold in any other period will carry 5 years warranty.

²All products within this category sold in European Countries by D-LINK Resellers prior to 1 April 2007 carry 2 years warranty.

³All products within this category sold in European Countries by D-LINK Resellers after 1st January 2004 carry 2 years warranty and those sold before 1st January 2004 carry 5 years warranty.

⁴All products within this category sold in European Countries by D-LINK Resellers carry 11 years warranty.

Performance of the Limited Product Warranty

If a product defect occurs, D-LINK's sole obligation shall be to repair or replace any defective D-Link Hardware Product free of charge to the original purchaser provided it is returned to an Authorized D-LINK Service Centre during the Limited Warranty Period. Such repair or replacement will be rendered by D-LINK at an Authorized D-LINK Service Centre. All component parts or hardware products that are replaced under this Limited Product Warranty become the property of D-LINK. The replacement part or product takes on the **remaining** Limited Warranty Period of the replaced part or product. The replacement product need not be new or of an identical make, model or part; D-LINK may in its discretion replace the defective product (or any part thereof) with any reconditioned equivalent (or superior) product in all material respects to the defective product.

Warrantor

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