

# LIMITED HARDWARE WARRANTY

Thank you for selecting NETGEAR products.

## **Important!**

To register your product, receive the complimentary support period, and view general product information and documentation, direct your Web browser to:

<https://my.netgear.com/registration/login.aspx>

**Please retain your receipt as proof of purchase.**

## **HOW CONSUMER LAW RELATES TO THIS WARRANTY**

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE, PROVINCE, OR COUNTRY.

OTHER THAN AS PERMITTED BY LAW, NETGEAR DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY.

**FOR OUR AUSTRALIAN CUSTOMERS: PLEASE NOTE THAT THIS WARRANTY IS IN ADDITION TO ANY STATUTORY RIGHTS IN AUSTRALIA IN RELATION TO YOUR GOODS WHICH, PURSUANT TO THE AUSTRALIAN CONSUMER LAW, CANNOT BE EXCLUDED. If statutory guarantees apply by virtue of the Australian Consumer Law, those guarantees cannot be excluded, and you are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.**

For standard NETGEAR warranty support in Australia please call: 1 300 361 254. If you have a return authorization number given to you by NETGEAR technical support, please send your product to the following address:

Returning unit via Australia Post (recommended):

NETGEAR Returns  
PO BOX 7528  
SILVERWATER NSW 2128

Returning unit via Courier:

NETGEAR Returns  
Unit 27/7-9 PERCY STREET  
AUBURN NSW 2144

For standard NETGEAR warranty support in the United States, please call: 1-888-638-4327.

#### **PRODUCTS COVERED BY THIS WARRANTY**

**As indicated above, the benefits to the consumer given by this NETGEAR warranty do not exclude any other rights and remedies of the consumer under any law in relation to the goods and services to which the warranty relates. This warranty applies to any NETGEAR products you have purchased from an authorized NETGEAR reseller.**

Our policy is to offer product warranties and to perform services only on products purchased from an authorized NETGEAR reseller and only accompanied by a receipt or proof of purchase. If you purchase a NETGEAR product from an unauthorized reseller or if the original factory serial number has been removed, defaced or altered, this NETGEAR warranty will not be valid.

Unfortunately, there are some websites and dealers who claim to be authorized NETGEAR resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from NETGEAR. 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 NETGEAR product by ensuring that you only purchase NETGEAR products from an authorized reseller. If you have any questions about authorized resellers, please visit our website.

#### **WHAT THIS WARRANTY COVERS**

NETGEAR warrants its products contained in their original packaging against defects in material and workmanship when the products are used normally for their intended purposes.

All NETGEAR limited warranties begin on the date of purchase. **PLEASE RETAIN A COPY OF YOUR RECEIPT AS PROOF OF PURCHASE.** The length of the limited warranty will vary depending upon the NETGEAR product you bought. **Please see the product detail pages on [netgear.com](http://netgear.com) to determine the warranted period for your specific NETGEAR product.**

All NETGEAR warranties (as opposed to statutory guarantees or non-excludable statutory warranties), including any implied warranties, are valid only for the period of time the NETGEAR product is owned by the “original purchaser” of the product. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the product from NETGEAR or a NETGEAR authorized reseller. All NETGEAR limited warranties, including lifetime warranties, are not transferable.

There are some components of current NETGEAR products, such as hard drives and power supplies that may have warranty lengths that differ from the underlying NETGEAR product.

TO THE EXTENT PERMISSIBLE BY7 APPLICABLE LAW, THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **WHAT IS NOT COVERED BY THE NETGEAR WARRANTY**

This warranty does not apply if the NETGEAR 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, has been modified in any way, or has had any serial number removed or defaced. Repair or modification of the product by anyone other than NETGEAR or a NETGEAR approved agent will void this warranty.

#### **YOUR RESPONSIBILITIES**

In order to obtain warranty service under this NETGEAR warranty, during the NETGEAR product's warranted period, as set forth above, you must submit a valid claim to NETGEAR by:

1. **obtaining an RMA number by contacting NETGEAR technical support;**
2. returning (at your shipping cost) the failed product to the address provided by NETGEAR technical support; and
3. Providing NETGEAR with proof of the original date of purchase.

NETGEAR will not accept collect shipments for warranty service, but replacement products will be returned to you at NETGEAR's cost after completing the above three steps. *Goods* presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished or used parts may be used to repair the goods. If NETGEAR, by its sole determination, is unable to replace the defective product, it will refund the depreciated purchase price of the product.

IF YOUR NETGEAR PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES. **DURING WARRANTY SERVICE OR ANY OTHER TECHNICAL SUPPORT IT IS POSSIBLE THAT THE CONTENTS OF THE NETGEAR PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED.** IN SUCH AN EVENT NETGEAR AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE NETGEAR PRODUCT SERVICED.

## NETGEAR'S RESPONSIBILITIES

As long as you fulfill your obligations under “**YOUR RESPONSIBILITIES**” above, NETGEAR will replace your product with the same or functionally equivalent product, at its discretion, free of charge (except for shipping charges as provided above).

## LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NETGEAR IS NOT LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES RESULTING FROM USE OR MALFUNCTION OF NETGEAR PRODUCTS, COMPROMISE OR CORRUPTION OF DATA, LOSS OF PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS OR COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE NETGEAR PRODUCT, EVEN IF NETGEAR IS INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

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.

THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET OUT IN THIS DOCUMENT DO NOT AFFECT YOUR STATUTORY RIGHTS UNDER THE AUSTRALIAN CONSUMER LAW OR UNITED STATES CONSUMER LAW. Subject to any statutory rights you may have under the Australian Consumer Law or United States consumer law, to the fullest extent otherwise permitted by law and except as specifically provided in this document, the warranties and remedies in this warranty agreement are exclusive and in lieu of all others, oral or written, express or implied. Any and all other warranties are expressly excluded.

This warranty will be governed and construed in accordance with the laws of the country in which the NETGEAR product purchase took place.

Website: <http://www.netgear.com/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.