# Cisco Limited 5 Year Warranty Terms

## WARR-CS-5YR-LTD

January 2025

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The following are terms applicable to your Hardware.
Your Cisco operating system Software is subject to the General Terms.

## 1. Duration of Hardware Warranty

### 1.1 **5 Year Limited Warranty**

(a) In the event of discontinuance of product manufacture, the term of the hardware warranty will end on the Last Date of Support (LDOS) published in the product End of Life announcement available here.

## 2. Warranty Replacement Terms

### 2.1 **Ship Next Business Day Advance Replacement**

(a) Cisco or its service center will use commercially reasonable efforts to ship a replacement part to the customer's address of record on the next business day after issuance of a valid RMA request. Actual delivery times may vary depending on Customer location. Taxes and duties may apply and will be borne by the recipient of the replacement part.

(b) To make a claim for breach of these warranties, promptly notify your Approved Source within any specified warranty period.

## 3. Warranty Start Date

### 3.1 **Limited Hardware Warranty**

(a) Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that commencing from the date of Cisco shipment to Customer (or in case of resale by Cisco shipment to a Cisco Approved Source), commencing not more than ninety (90) days after original shipment by Cisco, and continuing for a period of the longer of (i) ninety (90) days or (ii) as otherwise set forth in this document as provided at https://cisco.com/go/warranty, the Hardware will substantially comply with the Documentation and be free from defects in material and workmanship under normal use.

(b) The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped.

(c) This limited warranty extends only to the original End User of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (or if no warranty card, as described on the Cisco Product Warranties web page https://www.cisco.com/go/warranty) or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid.

(d) Cisco replacement parts used in Hardware replacement may be new or equivalent to new.

(e) Cisco's warranty obligations are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's Return Material Authorization (RMA) procedures and in accordance with the Cisco RMA Policy for Warranty and Hardware Support Contract Returns.

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3.2 **Restrictions:** This limited warranty does not apply if the Hardware:

(a) has not been used according to its Documentation;

(b) has been altered, except by Cisco or its authorized representative;

(c) has been subjected to abnormal or improper environmental conditions, accident or negligence, or installation or use inconsistent with Cisco's instructions or the terms on which it is supplied by Cisco;

(d) is provided on a trial, evaluation, beta or other free-of-charge basis; or,

(e) has not been provided by an Approved Source.

## 4. Warranty End Date

4.1 Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that the Warranty End Date will be calculated per the formulation in section 3.1 (a) above.

(a) All new Warranty claim requests will end on the Warranty End Date.

(b) All valid Warranty claims received by Cisco or its Approved Source before 5:00 PM Pacific Time, or 5:00 PM Pacific Time if in effect, will be considered valid even if RMA processing has not yet occurred.

(c) Cisco LIFE Warranties will set Warranty End Date to align with the product published LDOS once End Of Sale is announced.

(d) In the event of Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") announcing an early End of Sale for a product the Warranty will end on the early LDOS date announced in the End Of Sale notice. Final claims date or other migration information shall be published in a Field Notice, Product Bulletin, or both.

## 5. DISCLAIMER OF WARRANTIES

5.1 Except as provided in Section 3.1 above, and to the extent allowed by law, Cisco makes no express or implied warranties of any kind regarding the Hardware. This disclaimer includes any warranty, condition or other term as to merchantability, merchantable quality, fitness for purpose or use, course of dealing, usage of trade, or non-infringement. Cisco does not warrant that the Hardware will be secure, uninterrupted or error-free.

5.2 Customers may have legal rights in their country that prohibit or restrict the limitations set out in Sections 3 and 4. These sections apply only to the extent permitted under applicable law.

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## 6. Liability

6.1 **Excluded liability.** Neither party is liable for:

(a) indirect, incidental, reliance, consequential, special or exemplary damages; or

(b) loss of actual or anticipated revenue, profit, business, savings, data, goodwill or use, business interruption, damaged data, wasted expenditure or delay in delivery (in all cases, whether direct or indirect).

6.2 **Liability cap**. Each party's entire liability for all claims relating to this warranty will not exceed the fees paid to Cisco for the Hardware that is the subject of the claim. This cap is cumulative for all claims (not per incident). Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

## 7. Governing Law and Venue

7.1 These terms, and any disputes arising from them, are subject to the governing law and exclusive jurisdiction and venue listed below, based on Your primary place of business. Each party consents and submits to the exclusive jurisdiction of the courts in the listed venue. These laws apply despite conflicts of laws rules, or the United Nations Convention on Contracts for the International Sale of Goods. Despite the below, either party may seek interim injunctive relief in any court of appropriate jurisdiction regarding any alleged breach of confidentiality obligations or intellectual property or proprietary rights.

| Your Primary Place of Business | Governing Law | Jurisdiction and Venue |
|---|---|---|
| **United States, Latin America or the Caribbean, or a location not specified below** | State of California, United States | Superior Court of California, County of Santa Clara and Federal Courts of the Northern District of California |
| **Africa, Asia*, Europe*, Middle East, Oceania*** | England | English Courts |
| **Australia** | State of New South Wales, Australia | State and Federal Courts in New South Wales |
| **Canada** | Province of Ontario, Canada | Courts of the Province of Ontario |
| **Mainland China** | People's Republic of China | Hong Kong International Arbitration Center |
| **Italy** | Italy | Court of Milan |
| **Japan** | Japan | Tokyo District Court of Japan |

***Excluding locations listed separately in this table.**

(a) If You are a US State, Local and Education Government end user, these terms, and any disputes arising from them, are subject to the laws of the primary jurisdiction in which You are located.

(b) If You are a US Federal Government end user, these terms, and any disputes arising from them, are subject to the laws of the United States.

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## 8. How to Return Parts

### 8.1 **Return Materials Authorizations**

(a) All material returned to Cisco must be accompanied by a Return Material Authorization (RMA) number issued by Cisco to ensure tracking and handling of returned material. The Cisco Returns Portal provides instructions on obtaining an RMA number and returning items to Cisco.

(1) Please note that destination country importation, compliance with US export controls, and customs processes may condition actual delivery times. Advance replacements to and from the European Union will be shipped Delivered Duty Paid (DDP) (Incoterms 2020). All other replacements will be shipped Delivered At Place (DAP) (Incoterms 2020), exclusive of any import duties, taxes and fees, where applicable. All replacements will be shipped using Cisco's preferred carrier, freight prepaid by Cisco.

(2) If you do not have an RMA number, Cisco reserves the right to refuse receipt of returned units.

(b) To Receive a Return Materials Authorization (RMA) Number:

(1) Please contact the Approved Source from whom you purchased the product. Guidance on Product returns is given in the Warranty FAQ.

(2) If you purchased the product directly from Cisco, call Cisco TAC by phone to start a validation of your warranty claim. To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL: https://www.cisco.com/go/DirTAC.

(3) Cisco's Technical Assistance Center (TAC) will perform limited troubleshooting to isolate the Hardware problem and determine cause of failure.

(c) Advance Replacement Products:

(1) All defective parts must be returned in accordance with the Cisco RMA Policy for Warranty and Hardware Support Contract Returns.

(d) Return To Factory Products:

(1) Return the unit to Cisco or your network supplier as instructed. Cisco will ship a replacement part once your defective product is received.

(2) Your unit will be replaced per the applicable warranty guidelines.

(3) If you cannot locate your network supplier, you may return the unit to Cisco.

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## 9. Important claim information you should record.

### 9.1 **Complete the form below and keep for ready reference.**

| | |
|---|---|
| **Approved Source Product was purchased from:** | |
| **Approved Source telephone number:** | |
| **Product model and serial number:** | |
| **Maintenance contract number (if applicable):** | |

## 10. Definitions

| Term | Meaning |
|---|---|
| **Approved Source** | Cisco, a Cisco Partner, or a fulfillment agent (e.g., public cloud marketplaces) as may be appointed by Cisco from time to time. |
| **Cisco Partner** | A Cisco authorized reseller, distributor, systems integrator or other third party authorized by Cisco to sell Cisco Product. |
| **Customer, End User, You or Your** | The entity purchasing Services for its own internal use either directly or through an Approved Source. |
| **Documentation** | The technical specifications and use materials officially published by Cisco specifying the functionalities and capabilities of the applicable Product as updated from time to time. |
| **Hardware** | Tangible Cisco-branded hardware products as generally available on the Price List. Hardware does not include any tangible product listed on the Price List in the name of a third party. |
| **Product** | Cisco Hardware and Software products that are made generally available. |
| **Software** | Cisco-branded computer programs, including Upgrades and firmware. |
| **Upgrades** | All updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software. |

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## Online Resources

**Cisco General Terms**

The General Terms governing software use is available at the following URL: https://www.cisco.com/go/softwareterms.

**Warranty Online**

Product warranty terms and other information applicable to Cisco products are available at the following URL: https://www.cisco.com/go/warranty.

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

**Obtaining Documentation**

For information on obtaining documentation, submitting a service request, and gathering additional information, see the monthly What's New in Cisco Product Documentation, which also lists all new and revised Cisco technical documentation, at: https://www.cisco.com/en/US/docs/general/whatsnew/whatsnew.html.

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Document ID: EDCS-25532261

Version: 1.4

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Printed in USA 01/25

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