

Sangoma Hardware Warranty Services and Customer Returns (RMAs) Policy (“Policy”)

Sangoma Technologies (“Sangoma”) carefully tests all products (“Products”) before shipment. All Sangoma Products are backed by the following warranty program (the “Warranty Program”).

Definitions

The following definitions apply for this Policy:

Channel Partner

An authorized Sangoma reseller, distributor or channel partner.

Customer

The entity that purchased the Product, either directly from Sangoma or from an authorized Channel Partner.

Hardware

All hardware products manufactured or provided by Sangoma.

Software

The software components of the Products, including, but not limited to software and Firmware.

Start Date

The date of the invoice issued by Sangoma or, if the product was purchased from a Channel Partner, the date not more than ninety (90) days after original shipment of the Product by Sangoma provided that the Customer registered the Product by following the instructions on the warranty card included in the Product.

Warranty

The warranty granted to Customer under this Warranty Program.

Warranty Service

The Services provided by Sangoma with respect to the Warranty Program.

Hardware Warranty

Sangoma warrants that the Hardware Product will be free from material defects and workmanship for the period listed below per product family. Sangoma will either repair or replace the Product using new or refurbished components for defects covered under the Warranty Program.

PRODUCTS	HARWARE WARRANTY PERIOD
FreePBX Appliances	1-year from Start Date
PBXact Appliances	1-year from Start Date
Sangoma IP Phones and Accessories	1-year from Start Date
Vega gateways	1-year from Start Date
Session Border Controllers and MSBG	1-year from Start Date
NetBorder Carrier Gateways (NBVG, SS7)	1-year from Start Date
A-Series TDM cards	Lifetime
B-Series TDM cards	5-Years from Start Date
D-Series Transcoding cards	5-Years from Start Date
All other hardware items not listed above	1-Year from Start Date

Product Failures Not Covered by Hardware Warranty

The Warranty covers all manufacturing defects that arise from the correct use of the physical hardware components and devices. It is limited to defects in materials or workmanship. Damage caused by abuse, misuse, unauthorized modification, lightning or power surge damage, extreme heat or cold, and corrosive environments and any other physical damage is excluded under this Warranty. This Warranty does not apply to: (a) to consumable parts, such as batteries, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic ports. The Warranty is void should the Product have a missing, altered, or defaced serial number.

Software Pre-installed on a Device

Please reference the Sangoma End User License Agreement "EULA" for any warranty that applies to the specific Software as found at <http://www.sangoma.com/legal>. For software updates and supplements, additional support contracts may be required and Customer should review its options at <http://www.sangoma.com/support>. Otherwise, this Warranty Program does not provide, either expressly or by implication, a warranty for any Software.

IF THE SANGOMA HARDWARE IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, IT IS RECOMMENDED THAT CUSTOMER MAKE REGULAR BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES. Further, Sangoma recommends that Customer maintain a separate backup copy of any Software and the contents of its storage media, remove all personal information that that Customer wishes to protect and provide Sangoma with the GUI and Telnet/SSH passwords.

DURING SANGOMA'S PERFORMANCE OF THE WARRANTY SERVICES IT IS POSSIBLE THAT THE CONTENTS OF THE SANGOMA PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH EVENT SANGOMA 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 SANGOMA PRODUCT SERVICED.

Following the provision of the Warranty Services, the repaired Product or a replacement Product will be returned to Customer as your Sangoma Product was configured when originally purchased, subject to applicable updates. Customer is responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

Limitation of Liability for Hardware Warranty

If the Products fail or do not perform as warranted, Customer's sole recourse is to have the Product repaired or replaced by Sangoma as described above. IN NO EVENT WILL SANGOMA BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS REVENUE, LOSS OF DATA, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS OR FOR ANY ECONOMIC LOSS, OR FOR INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL LOSSES OR DAMAGES, EVEN IF SANGOMA HAS BEEN ADVISED OF OR COULD REASONABLY FORESEE THE POSSIBILITY OF ANY SUCH DAMAGE OCCURRING. IN NO EVENT WILL SANGOMA BE LIABLE TO CUSTOMER FOR MORE THAN THE AMOUNT OF THE INVOICE PRICE OF THE PRODUCT.

Sangoma specifically disclaims all other warranties, expressed or implied, and the installation or use of this Product will constitute an acceptance of this Policy and the Warranty Program.

How to Obtain Service Under this Hardware Warranty

The RMA process is initiated by opening a support request at <https://support.sangoma.com>. Once a Sangoma Technical Support Engineer verifies that the Product is registered and that a hardware problem exists the engineer may require that Customer to respond to questions designed to assist with the diagnosis and resolution of the issue and if it is determined the return of the Product is necessary, Customer will be provided with an RMA number and shipping instructions. The RMA number constitutes Sangoma's approval to deliver the defective unit to the point of purchase to obtain Warranty Services. A sales receipt may be required by the Channel Partner to verify the original purchase. Customer must either use the original packing or pack the unit securely to avoid damage during shipping. Each return authorization is valid for 30 days after the RMA number is issued after which time it will expire.

Shipping Instructions

The RMA number should be clearly noted on the address label and all shipping documents. Customer is to ship the Product, pre-paid, to the point of purchase. Detailed instructions are provided on the RMA authorization.

Shipping Costs

Customer is responsible for the cost of shipping the product to Sangoma either directly or via the Channel Partner or point of purchase. If the Product is covered and repaired under warranty, Sangoma will pay to ship the product back to the customer return address on an INCOTERMS DAP basis. Sangoma will not pay any custom fees or duties required to clear the entry of the Product into the country.

Extended Hardware Warranty Coverage and Advance Replacement Option

Extended Hardware Warranties and Advance Hardware Replacement options are available for purchase for most Products only at the time of purchase, or during a valid warranty period as defined above. Once the warranty has expired the option to purchase or renew extended warranties is no longer available. In the case of Advanced RMA, the process will work as described above and Sangoma will ship a replacement unit before receiving the failed unit under the RMA process. If the RMA unit is not shipped back to Sangoma within thirty (30) days, Sangoma will issue an invoice for the advance replacement unit at its standard pricing level.

Governing Law / Jurisdiction / Dispute Resolution

The laws of Province of Ontario govern all matters arising out of this Agreement. Each party hereby submits to the exclusive jurisdiction of the courts of Ontario for any legal action arising out of this Agreement.

Channel Partners

Some Channel Partners may have specific terms and procedures regarding the RMA process. Customers who have purchased the Products from a Channel Partner, should consult any such documents provided by their Channel Partner.

Entire Agreement

This Policy together with any sales agreements, purchase orders, the printed paper license terms or other terms accompanying any supplements, updates, and services that are provided by Sangoma, and the terms contained in web links listed in this Policy, are the entire agreement between the parties concerning the Warranty Program. In the event that there is any conflict between Customer's sales agreement or purchase order and this Policy, the terms of the sales agreement or purchase order will prevail.