

AVOCENT® SWITCHVIEW™ SC SWITCH LIMITED WARRANTY

Thank you for your purchase of this Avocent product.

The information below is also available at www.avocent.com/svscwarranty

Please read this Warranty carefully. This Warranty sets forth Avocent Corporation's ("Avocent") responsibility in the unlikely event of defect and tells you how to obtain performance under this Warranty.

Avocent warrants to the first person, firm, association or corporation for whom the Avocent product ("Product") is originally installed for use (the "User") that this Product is and will be free of defects in material and workmanship for a period of 24 months from the date of purchase by the User. The User shall have the option to register this Product at any time within 90 days of the date of purchase to ensure Warranty support during the 24-month Warranty period. If the User registers the Product within 90 days of purchase, the Warranty period shall be automatically extended at no additional charge to a period of 36 months from the date of original purchase. This Warranty is not transferable or assignable without the prior written permission of Avocent.

Any terms and conditions on the User's purchase order, order acknowledgement, or on any other form or communication that are inconsistent with or additional to the terms and conditions of this Warranty shall have no force or effect whatsoever.

Customer Remedies

Avocent's entire liability and the exclusive remedy for a Product defect that is covered under this Warranty shall be, at Avocent's sole option, either (a) repair of the Product, or (b) replacement of the Product with the same or a functionally equivalent product. THERE IS NO EXPRESS OR IMPLIED RIGHT OF RETURN OR RIGHT OF REFUND UNDER THE TERMS OF THIS LIMITED WARRANTY.

Product Return Policy

During the Warranty period, the User may contact Avocent Technical Support to report any concerns about defects in material or workmanship. Avocent reserves the right to determine, at its sole discretion, that a defect in the Product may exist or does not exist. If Avocent determines that a defect may exist, Avocent will issue a RETURN MATERIALS AUTHORIZATION ("RMA") number. The RMA number must appear on the packing slip, proof of purchase, AND ON THE OUTSIDE OF EACH SHIPPING CARTON for any authorized returned Product. Avocent will designate a shipping address ("Ship To Address") that must be used for each authorized returned Product. The User shall pay all freight charges to the designated Ship To Address for each authorized returned Product. Unauthorized returns or collect shipments will be refused. Replacement parts or Products will be covered under this Warranty for the duration of the original Warranty that applies to the original purchase.

Assignment of Warranties

Avocent assigns to the User any warranties which are made by manufacturers and suppliers of components of, and accessories for, the Product and which are assignable, but Avocent makes NO REPRESENTATIONS as to the effectiveness or extent of such warranties, assumes NO RESPONSIBILITY for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components or accessories.

Voiding Conditions

THIS WARRANTY DOES NOT COVER DAMAGE OR DEFECT CAUSED BY accident, abuse, theft, mishandling, or misapplication; power surges, exposure to the elements, or Acts of God; unauthorized modifications or repairs; use of non-Avocent approved cabling attached to the unit; the unit being used with nongrounded or incorrectly polarized AC or DC power; accident in transit; or in any event if the Avocent serial number has been altered, defaced or removed.

THE PRODUCT IS NOT FOR USE IN THE CONTROL AREA OR ANY REACTOR CONNECTED OR SAFETY APPLICATIONS OR WITHIN THE CONTAINMENT AREA OF A NUCLEAR FACILITY OR WHERE THE PRODUCTS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES. THE PRODUCT MAY BE USED IN APPLICATIONS INVOLVING LIFE-SUSTAINING OR LIFE-SUPPORTING DEVICES **ONLY** WHERE THE USER HAS SIGNED AVOCENT'S HEALTH CARE APPLICATION SALES AGREEMENT, OTHERWISE THE WARRANTY IS VOID.

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Disclaimer

THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.

USER'S SOLE AND EXCLUSIVE REMEDY IS REPAIR OR REPLACEMENT OF THE AVOCENT PRODUCT, AT AVOCENT'S SOLE DISCRETION AS SET FORTH HEREIN.

IF USER'S REMEDY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE BY A COURT OF COMPETENT JURISDICTION, AVOCENT'S RESPONSIBILITY FOR PROPERTY LOSS OR DAMAGE SHALL NOT EXCEED THE NET PRODUCT PURCHASE PRICE.

AVOCENT IS NOT RESPONSIBLE FOR INCIDENTAL EXPENSES SUCH AS REMOVAL/INSTALLATION SERVICES, DOWNTIME, ETC.

IN NO EVENT SHALL AVOCENT ASSUME ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION OR LOSS OF DATA, WHETHER ANY CLAIM IS BASED UPON THEORIES OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

Miscellaneous

NO SALESPERSON, EMPLOYEE, DISTRIBUTOR, RESELLER, OR AGENT OF AVOCENT IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. Warranty terms may be modified, if at all, only in writing and signed by an Avocent officer. This Warranty may also be extended through the purchase of the 4-year option of Avocent's Hardware Maintenance Agreement.

Avocent's obligations under this Warranty are conditioned upon Avocent's timely receipt of full payment of the Product purchase price and any other amounts due. Avocent reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to the User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the Warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of Alabama, without reference to the conflict of laws principles thereof.

This Warranty, together with the Avocent Terms and Conditions of Sale, located at www.avocent.com/Legal, represents the entire agreement between Avocent and the User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings or agreements relating to this subject.

This product may contain certain free and/or open source components. To request an open source software kit for the open source components used in this product, if any, please complete a FOSS Request Form at www.avocent.com/x_For_The_User/Policies/Open_Source_Policy.aspx.

