



### Huawei WEU Enterprise Product Warranty Policy V3.0

*The following describe the warranty terms applicable to Huawei Enterprise Products purchased in the Western Europe countries of Andorra, Belgium, France, Germany, Ireland, Italy, Luxembourg, Malta, Monaco, Portugal, San Marino, Spain, Switzerland, The Netherlands, and the United Kingdom.*

#### Interpretation

- a) Capitalized terms in this product warranty policy shall have the same meanings as in the [Framework Distribution Agreement or Framework Value Added Partner Agreement] ("Agreement"), whichever applies;
- b) In the event of any conflict between the provisions of this warranty policy and those of the Agreement, the provisions of this warranty policy shall prevail. Meanwhile, any terms and conditions not specified in this warranty policy will be subject to the Agreement.

#### Definitions

**"Partner"** shall mean a Huawei Distributor, Value Added Partner, Huawei Authorized Source, dealer, Reseller, representative or agent that make direct sales of the Products and/or Services in the Territory.

#### Warranty Scope:

This warranty policy exclusively defines Huawei's obligations (and hence the End Customer's rights) in case of Faulty Products. Warranty includes a) Replacement Part as hardware replacement of a Faulty Part; b) Software Updates, and c) technical support provided off-site (remotely) during business hours ("BHRSS" as defined below) for a limited time period. Different terms apply to different types of Products, as set out below. For the avoidance of doubt, Huawei does not perform on-site hardware replacement.

Warranty rights are not transferable, i.e. they apply only to the original End Customer. Further, warranty can be claimed by End Customer and/or Partner only from the Huawei legal entity in the country that accepted the Purchase Order. For the avoidance of doubt, in the event an additional Hi-Care or Co-Care service package has been purchased for the concerned Product, service entitlement for that Product can be claimed from the Huawei legal entity in the country where End Customer or Partner has purchased such relevant service package.<sup>1</sup>

Warranty excludes any of the additional benefits that are available to End Customers that enter into a separate service support contract.

#### Warranty Period and Start Date:

Warranty is available during a specific limited time period (the "Warranty Period") commencing from the Warranty Start Date. The Warranty Start Date is ninety (90) days after the shipment of the Product from Huawei.

The Warranty Period is for:

- a) **Product hardware:** either twelve (12) months; thirty-six (36) months; Limited Lifetime (as defined below); or without Warranty; all as specified below. Product hardware includes embedded Software (such as operating system, driver and firmware);
- b) **Product accessories**, such as, but not limited to, lithium batteries, hot-swappable fans and power supply units, optical modules, power adapters, POE adapters, etc.: twelve (12) months applies for (i) Group A and Group C Products below, and (ii) S1700 and AR550 within Group B Products below.
- c) **Replacement Part or Expansion Part** that is delivered during the original Warranty Period set out in sub a) above: the greater of (i) the balance of the remaining Warranty Period or (ii) ninety (90) days after shipment of the Replacement Part or Expansion Part from Huawei. 'Expansion Part' shall mean a unit of the Product added to expand the capacity or functionality of a Product (e.g. disk, line card, network interface card, etc.).
- d) **Non-embedded Software:** as set out in the relevant Software license subscription and support ("SnS") contract ("SnS Contract"), or a Hi-Care or Co-Care Application Software Update/Upgrade Service.

Huawei will provide refurbished or new equipment for a Faulty Product.

#### Business Hours Remote Support Service (BHRSS):

BHRSS means technical consultation, troubleshooting and bug fixing. BHRSS is limited to the first ninety (90) calendar days of the Warranty Period unless otherwise specified. BHRSS is provided off-site (remotely) by Huawei Global Service Center ("EU GSC") during local business hours (9:00a.m. - 6:00p.m. CET) via both phone (+800.33.888888) and email ([eusupport@huawei.com](mailto:eusupport@huawei.com)).

Replacement Part delivery time may vary depending on, among other, the destination address and is performed on a best effort basis. The following Replacement Part service levels (counted from the date Huawei issues a Return Material Authorization – "RMA") may apply to the Product hardware:

- Advance Replacement ("AR"), which aims a) to ship the Replacement Part on the next business day ("NBD-Ship") or within ten (10) business days ("10BD-Ship"), or b) to deliver the Replacement Part within four (4) hours ("4HR"), or
- Return For Repair ("RFR"), which aims to ship the Replacement Part thirty (30) Business Days after receipt of the Faulty Product at the local Huawei spare parts center ("30BD-Ship").

<sup>1</sup> [Huawei Enterprise Hi-Care and Co-Care](#) are advanced technical support services providing additional service levels.

**Product hardware Warranty Period, Replacement Part service level, and BHRSS period.****Group A. Products with a 12-Month Warranty Period**

Product series with a Warranty Period of 12 months	Replacement Part service level	BHRSS period
Campus Switch: S12700, S9700 series; Data Center Switch: Cloud Engine CE series; Network Element Router: NE series; Multiservice Control Gateway Router: ME series; AtomEngine Router: ATN series; Access Router: AR100, AR200, AR500, AR1200, AR2200, AR3200 series; WLAN: WA, Indoor AP6310SN, Outdoor APs, WS, AC series and S93 AC Card; SFP Optical Transceivers	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Unified Threat Management: USG2110-A-W, USG2110-A-GW-W, USG2110-A-GW-C, USG2110-F, USG2110-F-W, USG2160W, USG5000, USG6000 series; Data Center Firewall: USG9000 series; Network Intelligent Protection System: NIP2000/5000/6000 series; AntiDDoS Gateway: S1000, S8000 series; Application Security Gateway: ASG series; Antivirus Expert: AVE series; VPN Gateways: SVN2230, SVN5000, SVP2260 series; Service Inspection Gateway: SIG series; Security Compliance Management: UMA, iSOC, OIC, OMM; Internet Cache Solution: iCache3200	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Enterprise Cloud Communications: eSpace IPC series; Safecity Video Site and Third Party Specialty Cameras, eSpace CAM/NVR/DEC series; V1300N: BU, AU, MU, MAU; SoftCo 5000/9000, U1000/U2000/EGW/IAD/UC Server series; ET 525, eSpace6000/7000 series; Contact Center: UAP, eSpace AT, MT series	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Telepresence and Video Conference: TP, RP, MC, VP, VPC, VPM, SMC, UGW9500, IRD, DME, DMP series	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Network Energy: UPS5000 series, FusionModule Modular and Container Data Center series; NetCol	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Network Energy: ETP4800 series; TP4800, TP48000 and 480000 series; PowerCube series	RFR: 30BD-Ship	Ninety (90) days commencing from Warranty Start Date
Transmission Network: OptiX Metro, Optical OSN, Packet PTN, and Microwave/Radio RTN series	RFR: 30BD-Ship	Ninety (90) days commencing from Warranty Start Date
Access Network: SmartAX MA5000 DSLAM, OLT, and MxU series, EDFA, High Density HONET UA5000 series, Synlock BITS series, FTTx-e IA5000 series	RFR: 30BD-Ship	Ninety (90) days commencing from Warranty Start Date
Enterprise Wireless eLTE Broadband Access and Trunking, and GSM-R: RAN, CN, OEM, OSS, AUX equipment	RFR: 30BD-Ship	Ninety (90) days commencing from Warranty Start Date

**Group B. Products and related accessories with a 36-Month Warranty Period**

Product series and related accessories with a Warranty Period of 36 months	Replacement Part Service Level	BHRSS Period
Switch: S1700 series; Access Router: AR550; SDN Agile Controller server (excluding accessories)	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Video Surveillance: Platforms and Huawei IP Cameras (effective starting 01 July 2018)	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date
Storage: OceanStor SAN 'T' V1 series, OceanStor Unified 'T' V2 series, OceanStor Converged V3 series, S8100, Dorado series, NAS N8300 and N8500, VTL series, VIS series, UDS, HDP series, SNS series	AR: NBD-Ship	Warranty Period
Storage: 18000 series	AR: 4HR	Warranty Period
Server: Tecal Rack Mount Server 'RH' series, Blade Server E series, Data Center X series, Ultra-High Density X series, SSD E series, Application Server X8000 and Exchange	AR: NBD-Ship	Warranty Period
Network Energy: UPS2000 series	AR: 10BD-Ship	Ninety (90) days commencing from Warranty Start Date

**Group C. Products with Limited Lifetime Warranty Period:**

"Limited Lifetime" means a Warranty Period as long as the original End Customer owns the Product, with a maximum of five (5) years after Huawei announced such Products to be "End of Marketing", which means such Products can no longer be purchased. For Products with Limited Lifetime, the AR policy NBD-Ship applies.

Product series with Limited Lifetime Warranty	Replacement Part Service Level	BHRSS period
Campus Switch: S7700, S6700, S5700, S3700, S2700 series WLAN Indoor Access Points: AD9430, AP9000, AP7000, AP6000 (excluding AP6310SN), AP5000, AP4000, AP2000, R230D and R240D series WLAN Outdoor Access Points: AP8030, AP8130 series <a href="#">Refer to the Huawei WEU Enterprise Product Warranty List for models having Limited Lifetime Warranty.</a>	AR: NBD-Ship	Ninety (90) days commencing from Warranty Start Date

**Group D. Products and related accessories without Warranty:**

Product series without Warranty	Replacement Part Service Level	BHRSS period
Desktop Cloud: Thin Clients (TC) Access Network and Enterprise Wireless terminals: EchoLife EG/HG/HN8000 ONT series, Fixed Terminal, eLTE Trunking EP, EV, EG, EM series; eLTE Broadband eA, eM series, Terminal Box series	Not applicable	Ninety (90) days commencing from Warranty Start Date

**Group E. Other Products and related accessories:**

For Products not listed above, refer to the [Huawei WEU Enterprise Product Warranty List](#), or contact a local Huawei service representative for Huawei Warranty obligations.

**Claim and Hardware Return Procedures:**

End Customer or Partner may submit its RMA request via e-mail ([eusupport@huawei.com](mailto:eusupport@huawei.com)) to EU GSC. EU GSC shall issue a corresponding RMA number. If the RMA request has been received after 15:00 CET, the request will be considered received on the next Business Day. The template to be used for such RMA request can be requested at EU GSC.

Huawei will in no case compensate for handling and shipping costs when sending the Faulty Product to the in-country Huawei designated location

For Products with the AR-policy, the Faulty Product must be returned to a designated Huawei location within fifteen (15) Business Days after receiving the Replacement Part, otherwise Huawei reserves the right to charge the purchase price of the Replacement Part provided.

When returning a Faulty Product, the RMA-number must be displayed on the outside packing of the returned item. All Products to be returned must be packed securely and must avoid physical damage and electrostatic discharge. Huawei shall pay any transportation costs incurred with the delivery of the Replacement Part to End Customer or Partner. If Huawei determines, at its sole discretion, that the returned Faulty Product is not defective or that the Warranty claim is invalid due to the Warranty exclusions listed below, then the cost of replacement, including all shipping fees, shall be paid by the RMA requesting party.

**Software Warranty:**

Huawei warrants that, under normal use, the Software will operate in accordance with its specifications. Huawei does not warrant that the Software will function error-free or uninterrupted or that Huawei will correct all Software errors. Warranty for Product hardware that carries embedded Software include the Huawei Software Update. This Software Update service is not available for a) non-embedded Software (that is subject to a separate SnS Contract; and b) Software that has been announced End of Support, and is subject to change without notice. Software installation and patch development are not included in this warranty unless otherwise specified.

**Warranty exclusions:**

Any Product or Software shall be excluded from Warranty (i.e. Huawei shall not repair or replace any Product or Software) in the event of:

- Third party hardware and Licensed Software; such hardware and software may be covered by third party's warranty terms;
- A defect incurred in shipping or handling by End Customer or Partner after Proof of Delivery;
- A defect due to Force Majeure;
- A defect due to the Product or Software being operated a) not in accordance with its specifications and - if provided by Huawei together with the Product or Software - its operating manual, or; b) not in accordance with the Software license granted by Huawei, or; c) without the Software license granted by Huawei;



- Operation of the Product or Software conducted by any non-certified personnel. An exception to this term applies to certain [Customer Replaceable Units \(CRUs\)](#)<sup>2</sup>;
- Failure to meet the requirements of environmental conditions or external electrical parameters necessary for the Products to operate in the normal cause of business;
- Combination or integration of the Product or Software with any features, accessories, software or other materials not installed or provided by Huawei (unless with Huawei explicit consent);
- Unauthorized modification, removal or erasing of the bar code serial numbers or other identifying marks on the Products;
- Consumable parts, such as lamps, fuses, cables, patch cords, etc.;
- Scratches or other cosmetic damage to the Product surface that does not affect its operation.

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<sup>2</sup> CRUs (e.g. memory, disk drive, power supply, fan, battery) for some IT Storage and Server Products as defined in the Huawei Enterprise CRU policy.