Lucent Technologies Warranty Policy for Optical Products

Hardware

Lucent Technologies ("Lucent") warranties that all optical Hardware manufactured by Lucent will be free from defects in material and workmanship and that they will conform with all applicable Lucent specifications for a period of twelve (12) months. Only the original purchaser of a product may make warranty claims in accordance with this policy. Lucent warranties on Lucent products are non-transferable.

Under this policy the defective Hardware is returned to Lucent and Lucent will repair the Lucent Hardware at it's expense, provided that the Return Material Authorization (RMA) is requested from Lucent during the twelve-month warranty period. The customer is responsible for returning the defective Lucent Hardware to Lucent in accordance with Lucent's Return for Repair Policy. A copy of the Return for Repair Policy is available from the Lucent Customer Teams or Channel Partners. Customers are responsible for all freight charges to return Hardware to Lucent for repair or replacement. If Lucent determines that the Hardware cannot be repaired, than Lucent will replace the Hardware at its sole discretion. Any Hardware returned to Lucent under the warranty policy that meets the Lucent specifications or is damaged beyond repair will be assessed a fee by Lucent. Lucent will return replacement Hardware to the customer at its own expense. The customer is responsible for reinstalling the Hardware repaired or replaced by Lucent.

If Lucent Hardware fails within the first 90-days of the warranty period, then Lucent, at its sole discretion, will ship a new or refurbished replacement at Lucent's expense. All replaced parts become the sole property of Lucent. An analysis fee will be charged for Lucent Hardware that was returned for a warranty failure, but Lucent determines that it meets the applicable Hardware specifications.

Software

Lucent warranties that the Lucent Software will conform to the applicable Lucent specifications for a period of ninety (90) days from the date the warranty was effective, provided the Software is used with the system in which it was originally installed. Lucent does not warrant that the Software will be uninterrupted or error free. Lucent will correct program errors at its sole discretion, provided that they are reported during the Software warranty period. An analysis fee will be charged for Lucent Software that was returned for a warranty failure, but Lucent determines that it meets the applicable Software specifications.