Lucent Global Repair Policy

Lucent Technologies ("Lucent") will attempt to repair or replace (at Lucent's sole discretion) all Hardware manufactured by or for Lucent Technologies with a General Availability ("GA") rating designation or within five (5) years of its effective Discontinued Availability ("DA") rating.

Hardware is repaired when it is restored to its manufacturer's original operating specifications and includes any mandatory design changes.

This Repair policy does not apply to Hardware under Warranty or serviced under a Lucent Maintenance Services Agreement, which shall each contain their own Terms and Conditions concerning the repair or replacement of Lucent serviced products.

Repair Process

Step 1:

The customer may contact the appropriate Repair service group or representative requesting a Returned Material Authorization ("RMA") Order Number and instructions on where to ship the defective Hardware. The customer will first need to establish a profile in Lucent's Repair system before an RMA can be issued. To establish a profile, the customer may need to sign a Repair agreement and will need to provide the following information:

a) Customer Business Name;
b) Ship-to Address, Contact, and Phone Number; and
c) Bill-to Address, Contact, and Phone Number.

After their profile is established, the customer must be prepared to provide the following information pertaining to each Repair Order:

d) Product ID, Description, Quantity of Units, and Serial Number(s);
e) A customer purchase order or credit card authorizing payment for any applicable charges.

The Repair service representative will provide a Ship-to location for the customer to send the defective material authorized on the RMA Order.

Step 2:

The customer must package the Hardware authorized on the RMA Order using commercially acceptable material and packing methods and arrange for shipment to the Lucent designated Repair Hub or Repair Center, at the customer's expense, within thirty (30) days of the issuance of the RMA Order Number. All Hardware sent to Lucent for Repair services must include the following:

a) A copy of the RMA Order Form supplied by Lucent (recommended);
b) A full text description of the defect(s) or malfunction(s); and

c) Each unit must be clearly marked with Lucent's RMA Order number, its product identification (model or part number), and its serial number.

Step 3:
Upon receipt of the defective Hardware and required accompanying documentation, Lucent will arrange for the Hardware to be inspected and diagnosed and, if found to contain faulty components, repaired or replaced. All mandatory design changes will be applied during the Repair process.

Step 4:
Lucent will return repaired or replaced Hardware to the customer's designated Ship-to location identified on the RMA Order.

Step 5:
Repaired or replaced Hardware will be billed to the customer at the then current rates for any services provided and not covered by Lucent's warranty.

Repair Warranty

Lucent warrants that all Hardware repaired or replaced shall be free from defects in material and workmanship for a period of one-hundred eighty (180) days from the date when the Hardware is shipped from Lucent for return to the customer.

No Trouble Found

Hardware that is reported as defective and is found to be free of defects will be returned to the customer and the customer will be charged a No Trouble Found ("NTF") fee, in addition to all other applicable charges for services provided, regardless of the Hardware's Warranty status.

Unrepairable Hardware

Hardware that is Unrepairable by Lucent standards will be scrapped by Lucent or returned to the customer, per customer instruction, and the customer may be charged for the inspection and diagnosis of the Hardware in addition to all other applicable charges for services provided.

Repair Transportation Charges

The customer is responsible for all transportation and shipping charges between Lucent's Repair Hub or Lucent's Repair Center and the customer Ship-to location.

Repair Interval

Lucent makes no guarantees regarding the period of time between when Lucent receives the reported defective Hardware, inclusive of all required documentation and in accordance with Lucent's defined procedures, at its Repair Hub or Repair Center and when it leaves Lucent's Repair Hub or Repair Center in shipment back to the customer's Ship-to location ("Repair Interval"). However, Lucent strives to maintain an average

Repair Interval of thirty (30) days for Hardware on RMA Orders with a customer Ship-to address within the U.S.

Repair Contacts

A listing of Lucent's Repair contacts and resources can be found on http://www.lucent.com/support.