Limited Product Warranty and Return Policy

Policy Effective Date: For products shipped on or after September 9, 2024.

Overview: The Westell Inc. (or "Westell") Limited Warranty and Returns Policy (the "Policy") describes Westell's warranty, extended warranty, the process for sending product in for repair, and the process for requesting product replacement. The Policy warrants Westell manufactured Products to be free of material and workmanship defects and to conform to the applicable Westell specifications during the warranty period.

Westell does not warrant or provide remedies for products not manufactured by Westell beyond the pass through terms provided by the original manufacturer.

Westell's standard warranty will pass through to the Buyer. Buyer is defined as the original entity that either purchased the Product directly from Westell or from the authorized reseller that purchased the product from Westell.

EXCLUSION: THE WARRANTY IS THE ONLY WARRANTY GIVEN BY WESTELL, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED.

Limitation of Damages and Action: Repair or replacement, as specified below, shall be Westell's sole obligation under this warranty. Westell's liability, in any event, shall be limited to its invoiced price for the goods, net of any credits, discounts (payment or otherwise) or rebates. In no event shall Westell be liable to Customer or any other person for any incidental, consequential or special damages resulting from the use of or inability to use the goods covered hereby, whether arising from breach of warranty, negligence, or strict liability or otherwise, or for any machine work, labor charges, other expense, loss or damages caused by defective merchandise. Any action hereunder must be commenced within one year of cause of action.

Standard Warranty Period: All standard warranty periods start from the date of shipment from Westell. The standard warranty period for Westell products is one year, unless otherwise specified below.

- Public Safety ProtectLink™ CS40 and CS45 series standard warranty period is three years.
- Public Safety Enhanced Class B CS14-72X-XXX series standard warranty period is two years.
- Public Safety Antennas and Passives standard warranty period is three years.
- Public Safety Battery Backup Cabinet (BBC) standard warranty period is three years.

Extended Warranty: An extended warranty can be purchased for the following qualifying products:

- Public Safety ProtectLink™ CS40 and CS45 series.
  - Up to two years of extended warranty for a total of a five year warranty
- Public Safety Enhanced Class B CS14-72X-XXX series.
  - Up to three years of extended warranty for a total of a five year warranty
- Public Safety Antennas and Passives.
  - Up to two years of extended warranty for a total of a five year warranty
- Public Safety Battery Backup Cabinet (BBC).
  - Up to two years of extended warranty for a total of a five year warranty

Extended Warranty Pricing: For qualifying products, extended warranty pricing is five percent of the published list price for the first year and three percent for each year thereafter, up to a cumulative of five years including the standard warranty. The extended warranty can be purchased at time of sale or up to 90 days after purchase from Westell or an authorized reseller. Purchase after shipment may require proof of purchase. If purchased, the extended warranty starts immediately following the expiration of the standard warranty.

Warranty Repair: During the standard and, if applicable, extended warranty period, Westell, at its discretion, may (a) repair or (b) replace returned product with a functionally equivalent unit or (c) issue a credit. To obtain warranty date confirmation, please contact Westell's Customer Service Department with the serial number of the Westell product. Buyer is responsible for freight charges when returning product for warranty repair to Westell. Westell is responsible for freight charges when returning warranty repaired product to Buyer, except under warranty exclusions.

Warranty Exclusions:

- Product received damaged due to, but not limited to; improper use, accidental damage, improper packaging, improper installation or decommission.
- Product damaged due to an unsuitable operating environment or application.
- Product that has been refurbished, modified, or changed by the Buyer not expressly approved by Westell in writing.
- Product damaged due to power surges, fire, unusual mechanical conditions, lightning, salt spray, corrosive industrial atmospheres, floods or other unusual environmental conditions.
- Product damaged due to other acts of nature or man-made events.
- Product used not in accordance with published ratings, specifications or instructions.
- Product mishandled during shipment.

Standard and extended warranty is void for any product that falls into the Warranty Exclusions listed above, and Buyer will be billed and liable for all associated repair and transportation charges as provided below under "Out of Warranty Repair".

Warranty returns found to be "No Fault Found" will be subject to an evaluation fee. Please contact Westell's Customer Service Department for a listing of these fees by product.

Repaired or replaced units shall be warranted for the balance of the original standard or extended warranty Period, or 90 days, whichever is longer.

Out of Warranty Repair: Westell offers out of warranty repair services for some products. The Buyer will be billed for all associated repair costs related to these services. Please contact Westell's Customer Service Department to obtain an out of warranty repair quote.

Product returned for out of warranty repair will be warranted for 90 days from the shipment of the returned Product to the Buyer. Buyer is responsible for inbound and outbound freight charges on out of warranty repairs.

Out of warranty repairs found to be uneconomical to repair or unable to be repaired will be subject to an irreparable fee. Please contact Westell's Customer Service Department for a listing of these fees by product.

Out of Box Replacements: (Effective for products shipped within 60 days from Westell) Westell will make best efforts to ship replacements to the Buyer site within one business day of the Buyers request for replacement.

All out of box warranty replacements will be shipped from Westell's factory reconditioned inventory. If inventory is not available, Westell will substitute with new inventory.

All out of box warranty replacement shipments will be prepaid at Westell's expense. Buyer will be billed list price of the material shipped if the defective unit is not received within 30 business days of the replacement shipment or if the defective unit is received and found to be out of warranty.

Return of Product Shipped in Error: If Buyer has received product shipped in error, an RMA will be issued by Westell's Customer Service Department to track the return and receipt of the mis-shipment.

Credit Returns: It is at Westell's discretion if Product will be eligible for return for credit. Buyer should contact Westell's Customer Service Department to request a return for credit RMA. A restocking fee equal to 25% of the purchase price will be applied to all product returned for credit. Credit will be issued after review and approval of returned product. Returns may be rejected if the product is damaged. Additional charges may apply if the product packaging is damaged.

Requesting a Returns Material Authorization (RMA): All product returned to Westell must reference an RMA number. To request an RMA from Westell please contact Customer Service with the following information.

- Company Name, Sold to, and Ship to
- Contact Name, phone number, and email
- Westell Part and Serial numbers for failed product
- Description of suspected failure/issue seen
- Purchase order number

RMAs will be valid for 30 days from the date the RMA is created. If product is not received within 30 days of RMA issuance the RMA will no longer be valid.

Returning product after an RMA has been issued: All products returned to Westell must reference the RMA assigned based on the product serial number(s). Westell will not be held liable for any product returned without an RMA and reserves the right to refuse such receipts. At the time the RMA is created, the Buyer will be provided with return shipment instructions. If packaging is needed, please request additional packaging from Customer Service. Westell reserves the right to refuse returns that are damaged in transit.

Choice of Law: The terms and conditions contained herein and the rights of the parties to any transaction to which they relate shall be governed by and construed in accordance with the laws of the State of Illinois. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Westell Contacts:

For warranty coverage, RMA's, quotes, order status and general inquiries, please contact CustomerService@Westell.com

For technical support, please contact Support@Westell.com

To speak to a Westell representative, please call 800.377.8766

Westell Services:

Westell offers online services to look up warranty information, track RMA's, and find product information. Please visit our website to learn more at www.westell.com/services-support.