

D-Link Canada Inc. – 3 Year Limited Warranty (Class B)
(Canada only)

Subject to the terms and conditions set forth herein, D-Link Canada Inc. (“**D-Link**”) provides this limited warranty (“**Limited Warranty**”):

- only to the person or entity that originally purchased (“customer”) the product (“**Product**”) from D-Link or its authorized reseller or distributor; and
- only for Products that are purchased from D-Link or its authorized reseller or distributor and delivered within Canada.

THIS LIMITED WARRANTY SHALL ONLY BECOME EFFECTIVE UPON: (A) RECEIPT BY D-LINK OF THE REGISTRATION CARD FOR THE PRODUCT, ALONG WITH A COPY OF THE PROOF OF PURCHASE, WITHIN 90 DAYS OF THE DATE OF PURCHASE; OR (B) THE REGISTRATION OF THE PRODUCT ONLINE WITH D-LINK WITHIN 90 DAYS OF THE DATE OF PURCHASE. PLEASE VISIT D-LINK’S SUPPORT SITE AT “<http://support.dlink.ca>” TO REGISTER THE PRODUCT ONLINE. FAILURE TO SEND IN THE REGISTRATION CARD AND PROOF OF PURCHASE TO D-LINK OR TO REGISTER THE PRODUCT ONLINE MEANS THAT D-LINK MAY NOT BE REQUIRED TO FULFILL ANY OF THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY.

Limited Warranty: D-link warrants that the hardware portion of the Product (“**Hardware**”) will be free from material defects in workmanship and materials from the date of original retail purchase of the Product for the period set forth below (“**Warranty Period**”), except as otherwise stated herein.

3-Year Limited Warranty for the Product(s) is defined as follows:

- Hardware (excluding power supplies and fans) Three (3) Years
- Power Supplies and Fans One (1) Year
- Spare parts and spare kits Ninety (90) days

D-Link’s sole obligation shall be to repair or replace the defective Hardware during the Warranty Period at no charge to the original owner, which replacement or repair shall be at D-Link’s sole discretion. Such repair or replacement will be rendered by D-Link at an authorized D-Link service office. The replacement Hardware need not be new or have an identical make, model or part. D-Link may in its sole discretion replace the defective Hardware (or any part thereof) with any reconditioned product that D-Link reasonably determines is substantially equivalent (or superior) in all material respects to the defective Hardware. Repaired or replacement Hardware will be warranted for the remainder of the original Warranty Period from the date of original retail purchase. All Hardware (or part thereof) that is replaced by D-Link shall become the property of D-Link upon replacement.

Limited Software Warranty: D-Link’s warranties in respect of the software portion of the Product (“**Software**”) are set out in the end-user license agreement provided with the Software.

Submitting A Claim: If the Product is defective, the customer shall return the Product to the authorized dealer or distributor from whom the Product was originally purchased, which return shall be subject to the return policy of such authorized dealer or distributor. In case the time period for which such authorized dealer or distributor would accept a return of the Product has expired, but the Product is still within the Warranty Period, or in the case the Product was purchased directly from D-Link, the customer shall return the Product to D-Link in accordance with D-Link's then current return material authorization policy. For details regarding D-Link's return material authorization policy, please visit support.dlink.ca or contact D-Link's regional office.

What Is Not Covered: This Limited Warranty provided by D-Link does not cover:

- (a) refurbished Products or any Product purchased through inventory clearance or liquidation sale or other sales in which D-Link, the seller or the liquidator expressly disclaims its warranty obligations pertaining to the Product;
- (b) initial installation, or installation or removal of the Product for repair or any costs associated therewith (including shipping costs);
- (c) operational adjustments to the Product that are not covered or permitted in the manual for the Product;
- (d) damages that occur during shipment, or damages due to power failures or acts of God;
- (e) cosmetic damage to the Product;
- (f) the Product if the Product, in D-Link's sole judgment, has been subjected to abuse, accident, modification, tampering, negligence, faulty installation, lack of reasonable care, repair or service, or misuse or use otherwise than as contemplated in the manual for the Product;
- (g) the Product if the model or serial number is missing or has been removed, altered, tampered with or defaced; and/or
- (h) any Product that has been repaired or serviced by someone other than D-Link or an authorized D-Link representative.

Disclaimer of Other Warranties: EXCEPT FOR THE LIMITED WARRANTY SPECIFIED HEREIN, THE PRODUCT IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND WHATSOEVER AND D-LINK HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF ANY IMPLIED WARRANTY OR CONDITION CANNOT BE DISCLAIMED IN ANY PROVINCE OR TERRITORY WHERE A PRODUCT IS SOLD, EXCEPT AS EXPRESSLY COVERED UNDER THE LIMITED WARRANTY PROVIDED

HEREIN, THE ENTIRE RISK AS TO THE QUALITY, SELECTION AND PERFORMANCE OF THE PRODUCT IS WITH THE CUSTOMER.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, D-LINK IS NOT LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOSS OF USE OF THE PRODUCT, INCONVENIENCE OR DAMAGES OF ANY CHARACTER, WHETHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOSS OF REVENUE OR PROFIT, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FAILURE OF OTHER EQUIPMENT OR COMPUTER PROGRAMS TO WHICH D-LINK'S PRODUCT IS CONNECTED, LOSS OF INFORMATION OR DATA CONTAINED IN, STORED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO D-LINK FOR WARRANTY SERVICE) RESULTING FROM THE USE OF THE PRODUCT, RELATING TO WARRANTY SERVICE, OR ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY, EVEN IF D-LINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR A BREACH OF THIS LIMITED WARRANTY IS REPAIR OR REPLACEMENT OF THE DEFECTIVE OR NON-CONFORMING PRODUCT, WHICH REPAIR OR REPLACEMENT SHALL BE AT D-LINK'S SOLE DISCRETION. THE MAXIMUM LIABILITY OF D-LINK UNDER THIS LIMITED WARRANTY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT COVERED BY THE WARRANTY.

Governing Law: This Limited Warranty shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. Some provinces do not allow exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the foregoing limitations and exclusions may not apply. This Limited Warranty provides specific legal rights and the customer may also have other rights which vary from province to province. All disputes under this Limited Warranty shall be resolved by a court of competent jurisdiction in the Province of Ontario.

Trademarks: D-Link is a registered trademark of D-Link Corporation and D-Link Canada Inc. is an authorized licensee. Other trademarks or registered trademarks are the property of their respective manufacturers or owners.

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CE Mark Warning: This is a Class B product. In a domestic environment, this product may cause radio interference, in which case the user may be required to take adequate measures.

FCC Statement: This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment

generates, uses, and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communication. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- reorient or relocate the receiving antenna.
- increase the separation between the equipment and receiver.
- connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- consult the dealer or an experienced radio/TV technician for help.

For detailed warranty outside Canada, please contact the corresponding local D-Link office.