

Enhanced Limited Lifetime Warranty

EX2200, EX3200, EX3300, EX4200, EX6200

Warranty Start Date:

“Start Date” as used in this policy means (i) the date this product is shipped from the manufacturing facilities of Juniper Networks, Inc. (“Juniper Networks”), or (ii) in the case of resale by an authorized Juniper Networks reseller, the date not more than ninety (90) days after original shipment of this product by Juniper Networks.

Covered Hardware:

“Covered Hardware” means Juniper Networks EX2200, EX3200, and EX4200 systems purchased after December 31, 2010; and EX3300 and EX6200 systems.

Enhanced Limited Lifetime Hardware Warranty:

Juniper Networks warrants for the sole benefit of the original end user purchaser of the Covered Hardware (“Customer”) that Covered Hardware will be free from defects in material and workmanship commencing on the Start Date and for as long as Customer continues to own or use the Covered Hardware; provided that the fan and power supply warranty is limited to 5 years from the Start Date. In the event of discontinuance of manufacture of the Covered Hardware, the Juniper warranty support is limited to 5 years from the announcement of the discontinuance. This product warranty extends only to the original purchaser (“Customer”). In the event that Juniper Networks receives notice during the warranty period that any Covered Hardware does not conform to its warranty, Customer’s sole and exclusive remedy, and Juniper Networks sole and exclusive liability, shall be for Juniper Networks, at its sole option, to either repair or replace the non-conforming Covered Hardware in accordance with this limited warranty. Covered Hardware replaced under the terms of any such warranty may be refurbished or new equipment substituted at the option of Juniper Networks. Juniper Networks will use commercially reasonable efforts to SHIP the replacement hardware within one (1) Business Day of Juniper Networks’ RMA (defined below) from a central Juniper depot location. The Customer’s replacement request must be received and Juniper Networks RMA issued by 3 pm local time at the JTAC facility handling the request; otherwise the request will be considered as received on the next Business Day. Actual delivery times may vary depending on the customer location and Juniper shipping depot location. As used herein, “Business Day” means Monday through Friday (time zone of the JTAC facility), excluding holidays observed at that JTAC facility.

Limited 90-day Software Media Warranty:

Juniper Networks warrants that for a period of ninety (90) days from the Start Date, the media, on which the software embedded in the Covered Hardware (“Software”) is recorded, shall be free from defects in material and workmanship under normal authorized use consistent with the product instructions. The sole and exclusive remedy of the Customer and the entire liability of Juniper Networks under this limited warranty shall be the replacement of the media containing the Software.

Limited Lifetime Software Update Entitlement:

In addition, throughout the period that it warrants the Covered Hardware Juniper Networks shall make available to Customer for use solely on the Covered Hardware such updates of the Software as it may release for general availability, provided that availability of software and updates shall be subject to the standard Juniper End of Life/End of Support guidelines, as posted and in effect on the date that from time to time; provided, further, that updates shall be subject to the terms of the version of the Juniper Networks form End User License Agreement (“EULA”) applicable to Junos operating system embedded software and in the form posted on Juniper’s public website as of the date that the update is retrieved or delivered to the Customer. (Note: as of January 2011, the URL for the EULA revision that is current as of January 2011 is <http://www.juniper.net/support/eula.html>.)

Restrictions:

No warranty will apply if the Covered Hardware or Software (i) has been altered, except by Juniper Networks; (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Juniper Networks in the enclosed documentation; or (iii) has been subjected to unreasonable physical, thermal or electrical stress, misuse, negligence, or accident. In addition, Covered Hardware or Software is not designed or intended for use in (i) the design, construction, operation or maintenance of any nuclear facility, (ii) navigating or operating aircraft; or (iii) operating life-support or life-critical medical equipment, and Juniper Networks disclaims any express or implied warranty of fitness for such uses. Customer is solely responsible for backing up its programs and data to protect against loss or corruption. Juniper Networks warranty obligations do not include installation support. Software update entitlement under this Enhanced Limited Lifetime Warranty shall not cover any features licensable separately regardless of whether the implementation of such feature is included (in dormant form or otherwise) in the Software as originally embedded on the Covered Hardware originally purchased by Customer. Juniper Networks may condition availability of Hardware replacements or repairs, of JTAC Technical Services and of Software updates on Juniper Networks’ determination that furnishing such items and support services to Customer shall not violate US or other applicable export or import control laws.

Dead on Arrival (“DOA”):

For up to thirty (30) days from the Start Date, Juniper Networks will provide expedited replacement of affected field replaceable units of Covered Hardware that fail to operate within twenty-four (24) hours of initial installation. For purposes of this DOA policy, “fail to operate” shall mean a material failure to substantially perform in accordance with the Covered Hardware’s technical specifications and shall not include cosmetic or other deficiencies that do not materially affect Covered Hardware performance. A new field replaceable unit will be shipped from Juniper Networks’ manufacturing facilities within two (2) business days of Juniper Networks’ receipt and validation of customer’s notification of an inoperative unit. Notification must be sent by customer via online procedures set forth below. Defective Covered Hardware must be returned within thirty (30) days of failure, or customer pays purchase price of replacement Covered Hardware. Non-U.S. customers should allow for additional transit time due to international customs clearance.

Hardware Return Procedures:

Any defective item can only be returned if it references a return material authorization (“RMA”) number issued by authorized Juniper Networks service personnel. To request an RMA number, customer must contact Juniper Networks Technical Assistance Center (“JTAC”) via the online resource available at the URL: <http://www.juniper.net/support>. JTAC will only assist customers with online RMA processing pursuant to the terms of this warranty and will not provide any troubleshooting, configuration or installation assistance. Telephone calls to JTAC will not be accepted unless the customer has purchased a valid Juniper Networks service contract that is in effect as of the time of the call. The RMA number must be included on the outside carton label of the returned item. Transportation costs, if any, incurred in connection with the return of a defective item to Juniper Networks shall be borne by customer to the in-country location, if available. Juniper Networks shall pay any transportation costs incurred with the redelivery of a repaired or replaced item. If, however, Juniper Networks reasonably determines that the item is functional, the customer shall pay any transportation cost. If Juniper Networks determines, at its sole discretion, that the allegedly defective item is not covered by the terms of the warranty provided hereunder or that a warranty claim is made after the warranty period, the cost of repair by Juniper Networks, including all shipping expenses, shall be paid by customer.

Limited 90-day access to Technical Support:

For up to ninety (90) days from the Start Date, Juniper Networks will provide access to technical support engineers on a 24 x 7 basis for troubleshooting issues related to the hardware or software covered by this limited warranty.

Disclaimer:

EXCEPT AS EXPRESSLY SET FORTH ABOVE, JUNIPER NETWORKS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT, OR WARRANTIES OR OBLIGATIONS ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, JUNIPER NETWORKS DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE OR THAT BUYER WILL BE ABLE TO OPERATE THE SOFTWARE WITHOUT PROBLEMS OR INTERRUPTION.

Limitation of Liability:

IN NO EVENT WILL JUNIPER NETWORKS OR ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR LOST DATA, OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF JUNIPER NETWORKS OR ITS AFFILIATE OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, AND WHETHER OR NOT ANY REMEDY PROVIDED SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE TOTAL CUMULATIVE LIABILITY TO CUSTOMER, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT PAID BY CUSTOMER. IN ADDITION, JUNIPER NETWORKS SHALL NOT BE LIABLE FOR CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, FIRMWARE, INFORMATION, OR MEMORY DATA CONTAINED IN, SORTED ON, OR INTEGRATED WITH ANY PRODUCT RETURNED TO JUNIPER NETWORKS, WHETHER UNDER WARRANTY OR NOT.

Corporate and Sales Headquarters

Juniper Networks, Inc.
1194 North Mathilda Avenue
Sunnyvale, CA 94089 USA
Phone: 888.JUNIPER (888.586.4737)
or 408.745.2000
Fax: 408.745.2100

APAC Headquarters

Juniper Networks (Hong Kong)
26/F, Cityplaza One
1111 King's Road
Taikoo Shing, Hong Kong
Phone: 852.2332.3636
Fax: 852.2574.7803

EMEA Headquarters

Juniper Networks Ireland
Airside Business Park
Swords, County Dublin, Ireland
Phone: 35.31.8903.600
EMEA Sales: 00800.4586.4737
Fax: 35.31.8903.601

Copyright 2011 Juniper Networks, Inc. All rights reserved. Juniper Networks, the Juniper Networks logo, Junos, NetScreen, and ScreenOS are registered trademarks of Juniper Networks, Inc. in the United States and other countries. All other trademarks, service marks, registered marks, or registered service marks are the property of their respective owners. Juniper Networks assumes no responsibility for any inaccuracies in this document. Juniper Networks reserves the right to change, modify, transfer, or otherwise revise this publication without notice.