

# Ubiquiti - Warranty

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## Product Warranty

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### OUR LIMITED WARRANTY WAS UPDATED ON OCTOBER 9, 2020

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THIS LIMITED WARRANTY CONTAINS A DISPUTE RESOLUTION AND ARBITRATION PROVISION, INCLUDING A CLASS ACTION WAIVER THAT AFFECTS YOUR RIGHTS UNDER THIS LIMITED WARRANTY AND WITH RESPECT TO DISPUTES YOU MAY HAVE WITH UBIQUITI. YOU MAY OPT OUT OF ARBITRATION AND CLASS ACTION WAIVER AS PROVIDED BELOW.

### Products Covered by This Warranty

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Ubiquiti Inc.'s ("UBIQUITI") policy is to offer product warranties to end users of our products (the "customer" or "you") only on products purchased from an authorized UBIQUITI distributor or reseller or from an official Ubiquiti webstore<sup>1</sup> (the "Webstores") and, in either case, only accompanied by a Return Materials Authorization ("RMA") as further described below. Unfortunately, there are some websites and dealers who claim to be authorized UBIQUITI resellers but are not. Products sold on these websites or from these dealers do not carry a warranty from UBIQUITI. When you purchase products from an unauthorized website or dealer, you are taking a risk because these products may be counterfeit, used, defective, or may not be designed for use in your country. Please protect yourself and your UBIQUITI product by ensuring that you only purchase UBIQUITI products from an authorized reseller. If you have any questions about authorized distributors or resellers, please visit our website at <https://www.ui.com/distributors/>.

### Limited Product Warranty

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UBIQUITI warrants that its products (the "Product(s)") shall be free from defects in material and workmanship the duration of the Warranty Period. The "Warranty Period" means (a) for Products purchased by the customer directly from UBIQUITI'S Webstores, two years after the date of delivery of such Product to such customer and (b) for Products purchased from an authorized UBIQUITI distributor or reseller, one year after the date of shipment of such Product to such authorized distributor or reseller. UBIQUITI'S sole and exclusive obligation and liability under the foregoing warranty shall be for UBIQUITI, at its discretion, to replace any Product with a new or refurbished version of the Product that fails to conform to the above warranty during the above warranty period. Such obligation shall be the sole remedy under this warranty and UBIQUITI'S exclusive obligation and the full extent of its liability. The expense of removal and reinstallation of any Product, including labor costs, is not included in this warranty. The warranty period of any replaced Product shall not extend beyond its original term. This warranty does not cover any software applications or programs, non-UBIQUITI products or non-UBIQUITI peripherals. All products and parts that are replaced become the property of UBIQUITI.

## Other Warranties

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OTHER THAN THIS LIMITED WARRANTY, UBIQUITI, ITS AFFILIATES, AND ITS AND THEIR THIRD PARTY DATA, SERVICE, SOFTWARE AND HARDWARE PROVIDERS HEREBY DISCLAIM ANY OTHER EXPRESS REPRESENTATION OR WARRANTY OF ANY KIND; ANY IMPLIED WARRANTY, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY OF SERVICE OR RESULTS, AVAILABILITY, SATISFACTORY QUALITY, LACK OF VIRUSES, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND USE OR NON-INFRINGEMENT ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. THERE ARE NO WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE IN CONNECTION WITH UBIQUITI PRODUCTS AND SERVICES. CUSTOMER ACKNOWLEDGES THAT NEITHER UBIQUITI NOR ITS THIRD PARTY PROVIDERS CONTROL CUSTOMER'S EQUIPMENT OR THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE PRODUCTS AND SERVICES MAY BE SUBJECT TO LIMITATIONS, INTERRUPTIONS, DELAYS, CANCELLATIONS AND OTHER PROBLEMS INHERENT IN THE USE OF COMMUNICATIONS FACILITIES. In addition, UBIQUITI does not warrant that the operation of the Products will be error-free or that operation will be uninterrupted. No UBIQUITI employee, agent, or reseller can make any verbal or written modification, extension, or addition to this warranty.

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

## Warranty Exclusions

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The above warranty does not apply if the Product:

- has been modified and/or altered, or an addition made thereto, except by UBIQUITI, or UBIQUITI'S authorized representatives, or as approved by UBIQUITI in writing;
- has been painted, rebranded or physically modified in any way;
- has been damaged due to errors or defects in cabling;
- has been damaged due to use with non-UBIQUITI products;
- has been damaged due to natural disaster, including but not limited to lightning, flood, tornado, earthquake, heavy rain or hurricane;
- has been damaged due to power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic oscillations or resonance associated with movement of air currents around the Product(s);
- has been subjected to misuse, abuse, improper handling, alterations, modifications or repairs by reseller, customer or third parties, negligence, abnormal physical, electromagnetic or electrical stress, including lightning strikes, or accident;
- has been damaged or impaired as a result of using third party hardware, software or firmware;

- has no original Ubiquiti MAC label, or is missing any other original Ubiquiti label(s), or is manufactured by and carries the brand of a third party that is not UBIQUITI;
- has not been installed, operated or maintained in accordance with normal practice and in conformity with recommendations and published specifications of UBIQUITI;
- has not been properly installed and used at all times in accordance, and in all material respects, with the applicable Product Quick Start Guide and, if applicable, the applicable Product User Guide;
- is a UBIQUITI radio product and has not been professionally installed;
- or the customer has not followed local country regulations, including operation within legal frequency channels, output power Dynamic Frequency Selection requirements; or
- has not been received by UBIQUITI within 90 days of issuance of the RMA.

## Returns and Product Replacement

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No Products will be accepted for replacement without obtaining an RMA number from UBIQUITI during the warranty period. Any returned Products must be received at UBIQUITI'S facility freight prepaid in accordance with the RMA process of UBIQUITI prior to replacement of any returned Products. Products returned without an RMA number and without a valid proof of purchase will not be processed and will be subject to disposal.

Customers may obtain an RMA number at [rma.ui.com](http://rma.ui.com) by submitting the required information: name, contact information, shipping information, date and proof of purchase of the Product (we may request a copy of the actual invoice as proof of purchase), problem description, MAC address of Product, and troubleshooting actions taken so far. If UBIQUITI determines in its sole discretion that any of the aforementioned information is false or incorrect or does not correspond to the Products received, Products will not be replaced and will be subject to disposal or returned with a customer-provided shipping account number. By submitting an RMA Request, you confirm your acceptance of all terms in this product warranty.

A replacement Product may be returned to you as the Product was configured when originally purchased. You are responsible for all back-up, recovery and reinstallation of other software or data.

For customers outside of the United States, the following conditions must also be met or the RMA request will not be accepted or fulfilled:

- Unless otherwise prohibited by applicable law, you must use your own shipping account when sending the Product;
- The commercial invoice must declare "return for repair" and "no commercial value"; and
- Unless otherwise prohibited by applicable law, you must pay for all applicable duties and customs charges for shipment of a Product to and from UBIQUITI.

You are responsible for compliance with your country's customs laws and regulations for shipment of a Product to and from UBIQUITI.

For additional terms and conditions related to returns of new or unused Products purchased from Ubiquiti's Webstores, please refer to each Webstore's Terms and Conditions, which may be found on each respective Webstore or on the right-hand panel at <https://www.ui.com/legal/termsofservice/>.

## **Limitation of Liability**

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EXCEPT TO THE EXTENT PROHIBITED BY LOCAL LAW, IN NO EVENT, INCLUDING ACT OF GOD, WILL UBIQUITI OR ITS SUBSIDIARIES, AFFILIATES OR SUPPLIERS BE LIABLE FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING LOST PROFIT, LOST DATA, LOSS OF USE, OR DOWNTIME COSTS), ARISING OUT OF THE USE, INABILITY TO USE, OR THE RESULTS OF USE OF THE PRODUCT, WHETHER BASED IN WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Further, in no event shall UBIQUITI be responsible for damages or claims of any nature or description relating to system performance, including coverage, customer's selection of products (including the Products) for customer's application and/or failure of products (including the Products) to meet government or regulatory requirements. ALL DISPUTES WITH UBIQUITI ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR FROM THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION AS SET FORTH IN THE APPLICABLE PRODUCT QUICK START GUIDE AND, IF APPLICABLE, THE APPLICABLE PRODUCT USER GUIDE, AND NOT BY A COURT OR JURY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary in each jurisdiction.

## **Dispute Resolution**

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Arbitration is a form of private dispute resolution in which persons having a dispute agree to waive their right to file a lawsuit to proceed in court and to a jury trial, and instead agree to present their dispute to a neutral third party (arbitrator) for binding decision. You have the right to opt-out of this provision which means that you retain your right to file a lawsuit; to do so, you must read carefully and follow the directions under the paragraph listed How to Opt Out of Mandatory Arbitration. Unless you Opt Out of the Mandatory Arbitration, you will be understood to have agreed to the mandatory arbitration and to the provisions provided below.

- Mandatory Arbitration. Please read this carefully. It affects your rights. YOU AND ANY COMPANY AND ITS RESPECTIVE CORPORATE PARENTS, SUBSIDIARIES, AFFILIATES, PREDECESSORS IN INTEREST, SUCCESSORS, PERMITTED ASSIGNS, AND ANY OTHER PARTIES ON WHOSE BEHALF YOU ARE ACCESSING THE SERVICE OR USING THE PRODUCT AGREE TO ARBITRATION (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT), AS THE EXCLUSIVE FORM OF DISPUTE RESOLUTION EXCEPT AS PROVIDED FOR BELOW, FOR ANY AND ALL DISPUTES, AS DEFINED BELOW. THE TERM “**DISPUTE**” MEANS ANY DISPUTE, CLAIM OR CONTROVERSY NOW OR IN THE FUTURE BETWEEN YOU AND UBIQUITI WHETHER BASED IN CONTRACT, STATUTE, REGULATION, ORDINANCE, TORT (INCLUDING, BUT NOT LIMITED TO, FRAUD, MISREPRESENTATION, FRAUDULENT INDUCEMENT, OR NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, AND INCLUDING THE VALIDITY, ENFORCEABILITY OR SCOPE OF THIS PROVISION (WITH THE EXCEPTION OF THE ENFORCEABILITY OF THE CLASS ACTION WAIVER CLAUSE BELOW) ARISING OUT OF OR RELATING TO YOUR PURCHASE, OWNERSHIP AND/OR USE OF THE PRODUCT AND/OR THE SERVICE ACCOMPANYING THAT PRODUCT. FOR EACH PRODUCT PURCHASED THIS MANDATORY ARBITRATION PROVISION WOULD APPLY UNLESS YOU CHOOSE TO OPT- OUT AS DISCUSSED ABOVE. THE TERM “PRODUCT” INCLUDES THE PHYSICAL PRODUCT PURCHASED AND ANY SOFTWARE NECESSARY TO OPERATE THAT PRODUCT. “Dispute” is to be given the broadest possible meaning that will be enforced. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral, third-person arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Please visit <http://www.iccwbo.org> for more information.
- How to Opt Out of Mandatory Arbitration. Notwithstanding the above, you or UBIQUITI may choose to file a lawsuit in court rather than resolving your Dispute with UBIQUITI by arbitration. You may opt-out of mandatory arbitration if (a) the Dispute qualifies for small claims court (there are monetary limitations for small claims court), or (b) YOU OPT OUT OF THESE ARBITRATION PROCEDURES WITHIN 30 DAYS FROM THE DATE THAT YOU PURCHASE OR OTHERWISE ACQUIRE THE PRODUCT (the “**Opt-Out Deadline**”). In order to opt out of mandatory arbitration, you need to (I) mail written notification to Ubiquiti Inc., Legal Department, 685 Third Avenue, 27<sup>th</sup> Floor, New York, New York 10017; or (II) email written notification to [legal@ui.com](mailto:legal@ui.com). In either case, your written notification must include: (1) your name, (2) your address, (3) a copy of your receipt or other proof of purchase, showing the date of purchase, and (4) a clear statement that you do not wish to resolve disputes with UBIQUITI through arbitration. Your decision to opt-out of this provision will have no adverse effect on your relationship with UBIQUITI. Any opt-out request received after the Opt-Out Deadline will not be valid and you **must** pursue your Dispute in arbitration or, if the dispute qualifies, in small claims court.

- Pre-Arbitration Claim Resolution: For all Disputes, whether pursued in court or in mandatory arbitration, you must first give UBIQUITI written notification and forty-five (45) days to resolve the Dispute. The written notification shall include the information listed above in the preceding paragraph (b) items (1) -(3) plus (4) a written description of your Dispute and (5) a written description of the relief you seek. It is to be sent to the address listed at (l) in the above paragraph. If UBIQUITI does not resolve the dispute within forty-five (45) days you may pursue your dispute in arbitration. You may pursue your dispute in a court only under the circumstances described above in the Opt Out provision.

- Arbitration Process.

- Commencing Arbitration. A party who intends to seek arbitration must first send to the other, by a reputable courier with a tracking mechanism, a written notice of intent to arbitrate (a “**Notice**”), or, in the absence of a mailing address provided by you to UBIQUITI, then UBIQUITI can send to you by any other method available to UBIQUITI for sending such notice, including via e-mail. The Notice to UBIQUITI should be addressed to Ubiquiti Inc., 685 Third Avenue, 27<sup>th</sup> Floor, New York, New York 10017, Attn: Legal Department (the “**Arbitration Notice Address**”). The Notice shall include the information listed above in the preceding paragraph (b) items (1) -(3) plus (4) a written description of your Dispute and (5) a written description of the relief you seek (the “**Demand**”). THE ARBITRATION WILL BE ADMINISTERED BY THE INTERNATIONAL CENTER FOR DISPUTE RESOLUTION (“**ICDR**”) IN ACCORDANCE WITH THE INTERNATIONAL ARBITRATION RULES (THE “**Rules**”), AS MODIFIED HEREIN. The Rules are available at <https://www.icdr.org>. Except as otherwise set forth herein, if you are required to pay a filing fee to commence arbitration against UBIQUITI, then UBIQUITI will, within ten (10) business days of receipt of your confirmed payment reimburse you for the amount of your confirmed payment of the filing fee that exceeds the amount of any fees you would be required to pay if the Demand were filed in federal court in the Southern District of New York upon UBIQUITI’S receipt of Notice at the Arbitration Notice Address that you have commenced arbitration along with a receipt evidencing payment of the filing fee.
- Arbitration Proceeding. The arbitration will be conducted in English and a translator may be utilized at the expense of the party requiring the translation services. A single independent and impartial arbitrator with his or her primary place of business in New York, New York will be appointed pursuant to the Rules. You and UBIQUITI agree to the following rules, which are intended to streamline the dispute resolution process and reduce the costs and burdens on the parties: (a) subject to the Rules, the arbitration shall be conducted online via videoconference, telephonically and/or be solely based on written submissions- rather than requiring the personal appearance of the parties- with the specific manner to be mutually agreed upon in writing by the parties and (b) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

- No Class Actions. YOU AND UBIQUITI AGREE THAT YOU AND UBIQUITI MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, YOU AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISIO IS FOUND TO BE UNENFORCEABLE, THEN THE ENTIRETY OF THIS MANDATORY ARBITRATION SECTION WILL BE NULL AND VOID. IF YOU CHOOSE TO PURSUE YOUR DISPUTE IN COURT BY OPTING OUT OF THIS PROVISION, AS SPECIFIED ABOVE, THIS CLASS ACTION WAIVER WILL NOT APPLY TO YOU. NEITHER YOU, NOR ANY OTHER USER OF THE PRODUCT OR SERVICES CAN BE A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE PARTICIPATE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING WITHOUT HAVING COMPLIED WITH THE OPT-OUT REQUIREMENTS ABOVE.
- Decision of the Arbitrator. Barring extraordinary circumstances, the arbitrator will issue his or her decision within one-hundred and twenty (120) days from the date the arbitrator is appointed. The arbitrator may extend this time limit for an additional thirty (30) days in the interests of justice upon written notice by the arbitrator to You and UBIQUITI at least twenty-one (21) days prior to the last date to issue his or her decision. Failure to adhere to this time limit shall not constitute a basis for challenging the arbitration award. All arbitration proceedings will be closed to the public and confidential, and all records relating thereto will be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. The award of the arbitrator will be in writing and will include a statement setting forth the reasons for the disposition of any claim. The arbitrator will apply the laws of the State of New York in conducting the arbitration. You acknowledge that these terms and your use of the product or service evidences a transaction involving interstate commerce. The United States Federal Arbitration Act will govern the interpretation, enforcement, and proceedings pursuant to this Mandatory Arbitration clause.
- Arbitration Award. The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. Such award will be final and binding on the parties, except for any right of appeal provided by the Federal Arbitration Act, and may be entered in any court having competent jurisdiction over the parties for purposes of enforcement.

- Equitable Relief; Punitive Damages.
  - You acknowledge that, in the event UBIQUITI or a third party breaches the Mandatory Arbitration clause in this limited warranty, the damage or harm, if any, caused to you will not entitle you to seek injunctive or other equitable relief against UBIQUITI, and your only remedy will be for monetary damages, subject to the limitations of liability set forth in this limited warranty.
  - You and UBIQUITI agree that the arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages, subject to the limitations of liability set forth in this limited warranty.
- Claims. You and UBIQUITI agree that, notwithstanding any other rights the party may have under law or equity, any cause of action arising out of or related to this limited warranty, the Product, or the service, excluding a claim for indemnification, must commence within **one (1) year** after the cause of action accrues. Otherwise, such cause of action is permanently barred.
- Jury Waiver. You understand and agree that by failing to opt out to this provision you and UBIQUITI are each waiving the right to a jury trial or a trial before a judge in public court. In the absence of this provision, you and UBIQUITI might otherwise have had a right or opportunity to bring Disputes in court, before a judge or jury and/or to participate or be represented in a case filed in court by others (including class actions). Except as otherwise provided herein, those rights are waived.
- Enforceability. If only paragraph (d)(iii) of this Dispute Resolution section or the entirety of this Dispute Resolution section is found to be unenforceable, then the entirety of this Dispute Resolution section will be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in the Governing Law section of this limited warranty will govern any action arising out of or related to this this limited warranty, the Product, or the service.
- Governing Law; Jurisdiction. This limited warranty shall in all respects be governed by and interpreted under the laws of the State of New York (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). The parties agree that any judicial proceeding to resolve claims relating to these Terms or the Services will be brought in the courts of New York, county and city of Manhattan, or the U.S. District Court for the Southern District of New York, subject to the mandatory arbitration provisions in this limited warranty. Both you and UBIQUITI consent to venue and personal jurisdiction in such courts; provided, however, that UBIQUITI reserves the right to institute proceedings against you in the courts having jurisdiction in the places where you reside, do business, have assets, or in any jurisdiction where a harm to UBIQUITI is occurring or has occurred. In any action or proceeding to enforce rights under this limited warranty, the prevailing party will be entitled to recover costs and attorney's fees. Notwithstanding anything herein (including the mandatory arbitration provision above), in the event you infringe or misappropriate any of UBIQUITI'S intellectual property rights, UBIQUITI is entitled to seek any permanent or temporary remedies (including, without limitation, compensation for damages, ceasing of infringement act, injunctive reliefs) against You in accordance with the applicable laws of your resident country or the jurisdiction where such infringing act has transpired.

## Note

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Some countries, states and provinces do not allow exclusions or limitations of implied warranties or conditions or of limitation of liability for incidental or consequential damages, so the above exclusion may not apply to you. You may have other rights that vary from country to country, state to state, or province to province. EXCEPT TO THE EXTENT ALLOWED BY LOCAL LAW, THESE WARRANTY TERMS DO NOT EXCLUDE, RESTRICT OR MODIFY, AND ARE IN ADDITION TO, THE MANDATORY STATUTORY RIGHTS YOU MAY HAVE. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR STATE, PROVINCE, OR COUNTRY. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to any transactions regarding the sale of the Products.

1 Official Ubiquiti webstores may be accessed via <https://store.ui.com/> or <https://store.amplifi.com/>.

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