



## PRODUCT REPAIR SERVICE LIMITED WARRANTY AND DISCLAIMER

This Product Repair Service Limited Warranty and Disclaimer ("Warranty and Disclaimer") applies only to the extent a customer or company that returns equipment for repair and/or calibration ("Customer") orders, or Lumentum Operations LLC or any of its affiliates or subsidiaries ("LUMENTUM") delivers, Product Repair and Calibration Services ("Repair Services"). This Warranty and Disclaimer will not apply to the extent Customer orders software, software maintenance, professional services or consulting services. This Warranty and Disclaimer applies to any quote, order, order acknowledgement or invoice or any sale or provision of Repair Services by LUMENTUM, including the LUMENTUM General Terms ("General Terms"), which are incorporated by reference herein and are either attached hereto, available at [www.lumentum.com/terms](http://www.lumentum.com/terms) or available upon request. Any terms that are not specifically defined herein shall have the same meaning set forth in the General Terms.

LUMENTUM hereby rejects and deems deleted, any additional or different terms and conditions that Customer may present, including but not limited to any terms and conditions contained or referenced in any order, acceptance, acknowledgment, quote or other document, or established by trade usage or prior course of dealing, unless LUMENTUM expressly and unambiguously agrees to such terms and conditions in a duly signed writing. By ordering and/or accepting delivery of Repair Services, or otherwise proceeding with any transaction after receipt of this Warranty and Disclaimer or after otherwise being notified that such transactions are subject to this Warranty and Disclaimer, Customer herein agrees to the terms and conditions of this Warranty and Disclaimer, including the General Terms. If tender of these terms and conditions is deemed an offer, acceptance is expressly limited to the terms of this Warranty and Disclaimer.

**1. SCOPE.** LUMENTUM will perform the Repair Services substantially in accordance with the applicable documentation made available to Customer regarding the Product. This Warranty and Disclaimer only applies to Repair Services related to a Product. If LUMENTUM performs any services outside the scope of the applicable Repair Services – including, but not limited to services related to software, software maintenance, professional services or consulting services, or services related to events listed in Sections 2 and 3 – such services will be rendered at Customer's expense; provided, however, LUMENTUM shall not be obligated to provide services outside the scope of the applicable Repair Services. LUMENTUM's obligation under this Warranty and Disclaimer shall solely be to outline the service warranty and disclaimers and not to achieve certain technical, economical, or other results relating to the Repair Services.

**2. ACCEPTANCE.** Customer's issuance of a purchase order to proceed with an order for Repair Services is acceptance of an offer to purchase the quoted Repair Services from LUMENTUM. Such acceptance of Repair Services are subject to the following conditions:

**2.1. Fixed Rate Repair ("FRR").** FRR is inclusive of all labor and parts to repair a Product, or portion thereof. The following exceptions/exclusions for FRR shall not apply:

- (i) Damage exclusion for abuse issues resulting from willful or accidental damage or misuse of the Product;
- (ii) Multiple fault exclusion for any Product that may require multiple fault repairs that cannot be accommodated under single FRR price; or
- (iii) Products deemed un-repairable.

In the event a LUMENTUM Service Center determines that a Product requires additional Repair Services under the above exceptions/exclusions, LUMENTUM Customer Care will contact Customer and notify them of the Product condition and provide a quotation for the cost of the incremental repair work.

Repair parts and labor for any Repair Services made hereunder will be warranted for a period of ninety (90) days and such period shall commence upon the return shipping date. This Repair Services warranty does not apply to separate defects pertaining to, or where the same defect arises again as a result of, the following:

- (i) abuse issues resulting from willful, intentional or accidental damage;
- (ii) use of the Product other than in accordance with the LUMENTUM user instructions or Documentation;
- (iii) any tampering with, or alteration of, the Product by a third party other than an authorized LUMENTUM Service Center; or
- (iv) a fault in any other third party or Customer equipment, such as (without limitation) ancillary components or accessories associated with the use of the Product.

In the event that LUMENTUM, after fully testing and verifying the Product, is unable to confirm the reported problem, a reduced fee will be assessed in lieu of the quoted FRR and the Product will be returned to the Customer by LUMENTUM.

### 3. PRODUCT REPAIR SERVICE LIMITED WARRANTY.

Notwithstanding any provision to the contrary in this Warranty and Disclaimer or Section 10.1 and 10.2 of the General Terms (but subject to the operation of any law to the extent it cannot be excluded), LUMENTUM's sole and exclusive obligations to Customer for any Repair Services made by LUMENTUM and sold hereunder are solely as described in this Section 3 and Section 4, below. Such obligations are limited solely to any Product which has been returned to LUMENTUM under the RMA procedure (as set out in the General Terms) and which in the reasonable opinion of LUMENTUM, is determined to be defective in workmanship, material or not in compliance with the LUMENTUM specifications applicable to the Product, and has in fact failed under normal use on or before ninety (90) days from the date that the Product was serviced by LUMENTUM. Any Product repaired or replaced under warranty as set out in Section 10.1 of the General Terms is only warranted for the period of time remaining in the original warranty for the Product.

**4. EXCLUSIVE REMEDIES.** If any Repair Services materially fails to conform to the limited warranty set forth in the Product Repair Service Limited Warranty and actually fails during the applicable warranty period and under normal use, LUMENTUM shall, at its sole discretion (i) repair or replace the non-conforming Product to remedy the nonconformity identified by Customer in accordance with the Product Repair Service Limited Warranty; or (ii) issue a credit to Customer for the amounts paid for the Product Repair Service.

**5. DISCLAIMER.** THE REMEDIES FOR THE REPAIR SERVICES EXPRESSLY PROVIDED IN THIS DOCUMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST LUMENTUM WITH RESPECT TO ANY NON-CONFORMANCE OF PRODUCTS AND/OR SERVICES. LUMENTUM MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCT. LUMENTUM DISCLAIMS ALL IMPLIED WARRANTIES, CONDITIONS, AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH IMPLIED WARRANTY MAY BE BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, COURSE OF DEALING, USAGE, OR TRADE PRACTICE.