

## **WARRANTY FOR FMAD® PRODUCTS**

The FMADIO Packet capture system  
Products covered by this Warranty include  
the following:

FMADIO20

FMADIO40

FMADIO100

FMADIO200

### **WARRANTY STATEMENT**

This Warranty applies to the products listed  
in the purchase order (the “Products”)  
between fmad and you from the invoice date  
of your purchase.

Subject to the exclusions and limitations  
contained herein, Fmad Engineering (SNG)  
Pte Ltd (“fmad”), on behalf of itself and its  
affiliated entities, warrants to the the  
purchaser of the Products (including  
memory, processors and chipsets contained  
therein) and software delivered with or later  
downloaded as part of, or for use with, the  
Products from a fmad website, the Products,  
if properly used and installed in accordance  
with fmad documentation, will be free from  
defects in material and workmanship and  
will substantially conform to fmad’s  
publicly available specifications for the  
Product during the Warranty Period.

**FMAD DOES NOT WARRANT THAT  
PRODUCTS DELIVERED HEREUNDER,  
WHETHER DELIVERED STAND-  
ALONE OR INTEGRATED WITH  
OTHER PRODUCTS, INCLUDING  
WITHOUT LIMITATION ITS SEMI-  
CONDUCTOR COMPONENTS, WILL BE  
FREE FROM DESIGN DEFECTS OR  
ERRORS KNOWN AS “ERRATA.”**

**CURRENT CHARACTERIZED ERRATA  
ARE AVAILABLE UPON REQUEST.**

**THIS LIMITED WARRANTY DOES NOT  
APPLY TO DEFECTS ARISING FROM  
THE USE OF COMPONENTS NOT  
VALIDATED BY FMAD FOR THAT  
PRODUCT. A LISTING OF FMAD-  
VALIDATED COMPONENTS BY  
PRODUCT IS AVAILABLE AT  
<https://www.fmad.io/documentation>.**

**FMAD SOFTWARE DELIVERED WITH  
OR DOWNLOADED FOR USE IN OR  
WITH THE PRODUCTS IS EXPRESSLY  
PROVIDED “AS IS” WITHOUT ANY  
WARRANTY OF ANY KIND UNLESS  
SPECIFICALLY PROVIDED FOR  
OTHERWISE IN ANY SOFTWARE  
LICENSE ACCOMPANYING THE  
SOFTWARE.**

The Warranty Period for each Product is one  
(1) year from the invoice date of purchase  
directly from fmad or an fmad authorized  
distributor unless (i) the period is renewed  
by the purchaser by paying the warranty  
renewal fee, or (ii) an extended Warranty  
Period is purchased by the purchaser at the  
time of purchase. In the case of an extended  
Warranty Period, the Warranty Period will  
be stated on the Product purchase invoice.

### **FMAD’S TERMS AND CONDITIONS OF SALE APPLY**

fmad’s Terms and Conditions for Sale of Goods  
accompanying the Quote and Invoice shall  
apply to the Product and this Warranty.

This Product is not intended to be the sole  
source for any critical system and the  
purchaser must maintain a verified backup  
to ensure its business continuity.

Software, driver and firmware updates are available from our secure download site at: <https://fmad.io/firmware.html>. Driver and firmware updates are installable by purchaser. Installation is the responsibility of the purchaser.

### **EXTENT OF WARRANTY**

THIS LIMITED WARRANTY DOES NOT COVER:

- ANY COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF THE PRODUCT, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY YOU, AND IN PARTICULAR, ANY COSTS RELATING TO THE REMOVAL OR REPLACEMENT OF ANY PRODUCT SOLDERED OR OTHERWISE PERMANENTLY AFFIXED TO ANY PRINTED CIRCUIT BOARD OR INTEGRATED WITH OTHER PRODUCTS;
- DAMAGES TO THE PRODUCT DUE TO EXTERNAL CAUSES, INCLUDING ACCIDENT, PROBLEMS WITH ELECTRICAL POWER, USAGE NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS, MISUSE, NEGLIGENCE, ALTERATION, REPAIR, IMPROPER INSTALLATION, VIRUS INFECTION, INADEQUATE MAINTENANCE OR IMPROPER TESTING;
- ANY PRODUCT HAS BEEN MODIFIED OR SERVICED BY NON-AUTHORIZED PERSONNEL;

- ANY FAILURE CAUSED BY THIRD PARTY SOFTWARE, INTERFACING, PARTS OR COMPONENTS THAT ARE NOT SUPPLIED BY FMAD; OR
- ANY PRODUCT WHICH HAS BEEN MODIFIED OR OPERATED OUTSIDE OF FMAD'S PUBLICLY AVAILABLE SPECIFICATIONS OR WHERE THE ORIGINAL PRODUCT IDENTIFICATION MARKINGS (TRADEMARK OR SERIAL NUMBER) HAS BEEN REMOVED, ALTERED OR OBLITERATED FROM THE PRODUCT.

THE WARRANTY COVERAGE FOR SOME COMPONENTS/CONSUMABLES SUCH AS SSDS AND BATTERIES MAY DIFFER FROM THE WARRANTY COVERAGE FOR THE PRODUCT WITH WHICH YOU PURCHASED THE COMPONENT. PLEASE NOTE THAT SOME COMPONENTS MAY BE COVERED BY SEPARATE WARRANTY TERMS IN THE INVOICE OR PRICE QUOTE.

THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT.

### **WARRANTY SERVICE**

During the Warranty Period, fmad will repair, replace, or provide replacement parts and materials necessary to maintain the covered hardware Product in operating condition (the "Warranty Service"). Parts and components that have reached their maximum supported lifetime and/or the maximum usage limitations as set forth in the fmad's operating manual, Product specs, or the technical product data sheet, will not be

provided, repaired, or replaced as part of these warranty services.

If a Product subject to this Warranty fails during the Warranty Period for reasons covered by this Warranty, fmad, at its option, will:

- REPAIR the Product by means of replacement hardware and/or software; OR
- REPLACE the Product with an identical Product if fmad is unable to repair or replace defective components.

The following shall apply based on the nature of the Warranty claim and severity:

Warranty Severity Level	Description	Response Time
Severity 1	Major hardware problem that fmad is unable to repair or resolve.  A return merchandise authorization (“RMA”) will be issued by fmad and a replacement Product will be shipped to purchaser	fmad will contact purchaser no later than 24 hrs from the time the defect is reported if reported on a business day. If not reported on a business day, the next business day.
Severity 2	Minor hardware problem (e.g. hard disk replacement).	fmad will contact purchaser no later than 24 hrs from the

	fmad will ship a replacement part to purchaser for purchaser to install replacement	time the defect is reported if reported on a business day. If not reported on a business day, the next business day.
Severity 3	Software or firmware bugs and patches	fmad will contact purchaser no later than the next business day.

### **HOW TO OBTAIN WARRANTY SERVICE**

To obtain Warranty Service for a Product, purchaser must contact fmad at [support@fmad.io](mailto:support@fmad.io)

To receive the benefit of the Warranty, (i) purchaser must promptly notify fmad in writing within the applicable Warranty Period that such Product is defective and furnish an explanation of the deficiency, (ii) purchaser must follow fmad’s instructions, including the provision of photos or other information regarding the defect; (iii) if a Return Material Authorization (“RMA”) is issued, such Product must be returned to fmad’s service facility in accordance with RETURNS below and as instructed by fmad; and (iv) fmad must be satisfied that

claimed deficiencies exist and were not caused by accident, misuse, neglect, alteration, repair, improper installation or improper testing.

## **RETURNS**

Purchaser may not return the Product without fmad's prior written consent and an RMA.

Upon fmad's verification that the Product is eligible for Warranty Service, purchaser will be issued a RMA number and provided with instructions for returning the Product to the designated fmad service center.

- When purchaser returns the Product to the fmad service center, purchaser must include the RMA number on the outside of the package.
- fmad will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package.
- Purchaser is responsible for uninstallation of the defective hardware Product and installation of the replacement hardware parts, components and Product
- Purchaser must deliver the returned Product to the designated fmad service center in the original or equivalent packaging, with shipping charges pre-paid, and assume the risk of damage or loss during shipment.
- Freight charges and/or handling fees may apply if it is determined that (a) the Product was not defective or (b) the damage to the Product is due to external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with Product

instructions, misuse, neglect, alteration, remark, repair, improper installation, or improper testing.

- fmad may elect to repair or replace the Product with either a new or reconditioned Product or components, as fmad deems appropriate. The repaired or replaced Product will be shipped to purchaser within a reasonable period of time after receipt of the returned Product.
- If fmad elects to replace the Product, the returned Product shall become fmad's property on receipt at the designated fmad return center.

The repaired Product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original Warranty Period, whichever is longer. If fmad replaces the Product, the Warranty period for the replacement Product will not be extended.

## **WARRANTY LIMITATIONS AND EXCLUSIONS**

THE WARRANTY PROVIDED HEREIN IS THE SOLE WARRANTY PROVIDED FOR THE PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, FMAD DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND INFRINGEMENT. FMAD MAKES NO EXPRESSED WARRANTIES BEYOND THOSE STATED HERE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED

WARRANTIES SO THIS LIMITATION  
MAY NOT APPLY. ALL EXPRESSED  
AND IMPLIED WARRANTIES ARE  
LIMITED IN DURATION TO THE  
LIMITED WARRANTY PERIOD.

NO WARRANTIES APPLY AFTER THAT  
WARRANTY PERIOD. SOME  
JURISDICTIONS DO NOT ALLOW  
LIMITATIONS ON HOW LONG AN  
IMPLIED WARRANTY LASTS, SO THIS  
LIMITATION MAY NOT APPLY TO  
PURCHASER.

END.