

LIMITED WARRANTY AND LIMITATION OF LIABILITY

Each Fluke Networks product is warranted to be free from defects in material and workmanship under normal use and service unless stated otherwise herein. The warranty period for the mainframe is one year and begins on the date of purchase. Parts, accessories, product repairs and services are warranted for 90 days, unless otherwise stated. Ni-Cad, Ni-MH and Li-Ion batteries, cables or other peripherals are all considered parts or accessories. The warranty extends only to the original buyer or end user customer of a Fluke Networks authorized reseller, and does not apply to any product which, in Fluke Networks' opinion, has been misused, abused, altered, neglected, contaminated, or damaged by accident or abnormal conditions of operation or handling. Fluke Networks warrants that software will operate substantially in accordance with its functional specifications for 90 days and that it has been properly recorded on non-defective media. Fluke Networks does not warrant that software will be error free or operate without interruption.

Tools and test sets and other identified products are subject to the different warranties in the matrix below or subject to other warranty terms and conditions that are provided with certain products. The Tools and test set and AirMagnet products are not field serviceable and customers should return them directly to Fluke Networks customer support services for all repairs. Certain products, because of their applications, can be supported for non-warranty maintenance by our customers. Some documentation and replacement components are available for purchase from Fluke Networks.

Product	Warranty period
Impact Tools and D-Impactor™ Five Pair impact tools (blades excluded), Can Wrench, Probe Pic	Lifetime
TS®40 Series Test Sets TS®52 Pro Test Sets	3 years
Butt-in telephone test sets (TS®40 Series excluded), Pro3000™ Analog Tone & Probe, ADSL Splitter, Modular Adapters, Coax Strippers, Cable Strippers, Modular Crimper, Need-L-Lock™ crimping pliers, TS®100 Cable Fault Finder, TS®90 Cable Fault Finder, TS®250 ISDN Test Set, TS®1200 ADSL/POTS Test Set, JackRapid™ Punchdown Tool (excludes bladehead), SpotCheck™ ADSL Presence Tester	18 months
Electrician's Snips, D-Snips™ Scissors, Cable Splicing Knife	90 days
AirMagnet Field Express Kit	90 days (netbook batteries not included)
Analysis Service Element	18 months

Fluke Networks authorized resellers shall extend this warranty on new and unused products to end-user customers only but have no authority to extend a greater or different warranty on behalf of Fluke Networks. Warranty support is available only if product is purchased through a Fluke Networks authorized sales outlet or Buyer has paid the applicable international price. To the extent permitted by law, Fluke Networks reserves the right to invoice Buyer for repair/replacement when a product purchased in one country is submitted for repair in another country.

Fluke Networks warranty obligation is limited, at Fluke Networks option, to refund of the purchase price, free of charge repair, or replacement of a defective product which is returned to a Fluke Networks authorized service center within the warranty period.

To obtain warranty service, contact your nearest Fluke Networks authorized service center to obtain return authorization information, then send the product to that service center, with a description of the difficulty, postage and insurance prepaid (FOB destination). Fluke Networks assumes no risk for damage in transit. Following warranty repair, the product will be returned to Buyer, transportation prepaid (FOB destination). If Fluke Networks determines that failure was caused by neglect, misuse, contamination, alteration, accident or abnormal condition of operation or handling, or normal wear and tear of mechanical components, Fluke Networks will provide an estimate of repair costs and obtain authorization before commencing the work. Following repair, the product will be returned to the Buyer transportation prepaid and the Buyer will be billed for the repair and return transportation charges (FOB Shipping point).

THIS WARRANTY IS BUYER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FLUKE NETWORKS SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING LOSS OF DATA, ARISING FROM ANY CAUSE OR THEORY.

Since some countries or states do not allow limitation of the term of an implied warranty, or exclusion or limitation of incidental or consequential damages, the limitations and exclusions of this warranty may not apply to every buyer. If any provision of this Warranty is held invalid or unenforceable by a court or other decision-maker of competent jurisdiction, such holding will not affect the validity or enforceability of any other provision.

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.