Limited Hardware Warranty

EnGenius Cloud Five-Year Limited Hardware Warranty Terms

The following are terms applicable to your EnGenius Cloud hardware limited warranty. The EnGenius Cloud part number prefixes include ESG, ECW, ECS, ECP, and EXT. The 5-year hardware limited warranty applies retroactively from January 1st, 2024. Your embedded software is subject to the EnGenius Technologies EULA.
End User License Agreement >

Duration of Hardware Warranty

Five (5) Years, except for EnGenius Cloud outdoor and EnGenius Cloud Lite products (e.g. ECW160, ECW260, ECW270, ECW516L, ECW212L, and ECW210L), the warranty period is two (2) Years. EnGenius Telecom and Fit Series come with a limited warranty of one (1) year.

Replacement, Repair or Refund Procedure for Hardware

EnGenius Technologies, Inc. will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Limited Hardware Warranty

Hardware

EnGenius Technologies, Inc., selling the Product ("EnGenius Cloud") warrants that commencing from the date of invoice to Customer (and in case of resale by a EnGenius Technologies reseller, commencing not more than ninety (90) days after original invoice by EnGenius Technologies), and continuing for a period of the longer of (a) ninety (90) days or (b) as otherwise set forth at (https://www.engeniustech.com/five-year-warranty.html), the Hardware will be free from defects in material and workmanship under normal use. The date of invoice of a Product by EnGenius Technologies is set forth on the invoice in which the Product is invoiced. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of EnGenius Technologies and its suppliers under this limited warranty will be, at EnGenius Technologies, shipment of a replacement within the warranty period and according to the replacement process as described on the EnGenius Technologies Product Warranties web page (https://www.engeniustech.com/five-year-warranty.html) EnGenius Technologies replacement parts used in Hardware replacement may be new or equivalent to new. EnGenius Technologies' obligations hereunder are conditioned upon the return of affected Hardware in accordance with EnGenius Technologies' then-current Return Material Authorization (RMA) procedures.

Restrictions

This limited warranty does not apply if the Hardware (a) has been altered, except by EnGenius Technologies or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by EnGenius Technologies, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY ENGENIUS TECHNOLOGIES, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Limitations and Exclusions of Liability

In no event will EnGenius Technologies or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Hardware or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of EnGenius Technologies, its affiliates, officers, directors, employees, agents, suppliers, and licensors collectively, to Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by Customer to any Approved Source for the Hardware that gave rise to the claim. This limitation of liability for Hardware is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

Governing Law, Jurisdiction and Venue

If Customer acquired the Product in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted, this table identifies the law that governs this limited warranty (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this limited warranty.

Country or Territory	Governing Law	Jurisdiction and Venue
United States	State of California, United States of America	Federal District Court, Southern District of California or Superior Court of Los Angeles County, California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

Return Material Authorizations

To Receive a Return Materials Authorization (RMA) Number:

- Complete the **Return Materials Authorization (RMA) Request Form >**

If you are instructed to return your product under the terms of your warranty and issued an RMA Number, follow these steps:

- Return the unit to EnGenius Technologies as instructed.

  * Please note that you are responsible for the cost of shipping any return item(s) back to EnGenius. EnGenius will cover the cost of shipping replacement item(s) back to you via ground shipping.

- Your unit will be replaced per the applicable warranty guidelines.

Important Note

All material returned to EnGenius Technologies must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material.

If you do not have an RMA number, EnGenius Technologies reserves the right to refuse receipt of returned units.

Online Resources

EnGenius End User License Agreement (EULA)

The EnGenius End User License Agreement (EULA) governing software use is available at the following URL:
End User License Agreement >