

iboss Hardware Limited Warranty Policy

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Limited Warranty:

For Purchased Hardware: iboss, Inc. (“**iboss**”) warrants to the original purchaser only that the iboss hardware (the “**Product**”) you purchased shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase by the original purchaser.

For Borrowed Hardware: iboss warrants to the borrower only that the Product you borrowed shall be free from defects in materials and workmanship under normal use during the term in which you borrow the hardware in connection with subscription services you have purchased from iboss.

“**Waranty Period**” means the applicable period stated above.

- 1. Remedies:** If a hardware defect arises and a valid claim is received by iboss within the Warranty Period, iboss will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts, or (2) exchange the Product with a new or refurbished Product. If iboss, in its sole discretion, determines it is not reasonable to replace the defective Product, if you have purchased the Product, iboss may refund to you the purchase price paid for the Product. In the event of a defect, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Limited Warranty is valid only in the jurisdictions where the Products are sold by iboss itself or through its authorized reseller, distributor, partner, or agent, and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement hardware product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be applicable in your jurisdiction.
- 2. How to Obtain Warranty Service:** To obtain warranty service, you must obtain a Return Merchandise Authorization (RMA) from our customer service team by contacting support at **858.568.7051** or support@iboss.com (mailto:support@iboss.com) and deliver

the Product, in either its original packaging or packaging providing an equal degree of protection, together with proof of purchase, to the address specified by iboss. You agree to pay the cost of shipping the Product to iboss. By sending the Product, you agree to transfer ownership to iboss. If the claim is justified based on this limited warranty, iboss shall bear the cost of shipping the repaired or replacement Product to you. Any Product returned to iboss without a valid warranty claim or without a RMA may be rejected, returned at sender's cost (subject to prepayment) or kept for 30 days for sender's pick-up and then disposed of in iboss' sole discretion.

If iboss sends you a replacement Product prior to iboss' receipt of your defective Product, you must return the defective Product within seventy-two (72) hours of your receipt of the replacement Product. Any defective Product returned to iboss after thirty (30) days of the date you received your replacement Product will be billed to you in the full amount of iboss' then current sale price for the Product.

It is your responsibility to backup any data, software, or other materials you may have stored or preserved on the Product. It is likely that such data, software, or other materials will be lost or reformatted during service, and iboss will not be responsible for any such damage or loss.

- 3. Exclusions and Limitations:** This Limited Warranty applies only to the Product manufactured by or for iboss that can be identified by the "iboss", "FireSphere", "MobileEther", or other iboss related trademarks, trade names, or logos affixed to it. The Limited Warranty does not apply to any (a) iboss products and services other than the Product, (b) consumables (such as batteries), (c) accessories, or (d) software, even if packaged or sold with the Product or embedded in the Product.

iboss does not warrant that the operations of the Product will be uninterrupted or error-free. iboss is not responsible for damages arising from failure to follow instructions relating to the Product's use.

This warranty does not apply to a Product or part of a Product that has been altered or modified (e.g., to alter functionality or capability) by anyone who is not a representative of iboss. In addition, this Limited Warranty does not apply to: (a) damage caused by use with non-iboss products; (b) damage caused by accident, abuse, misuse, spillage of food or liquid or other external causes; (c) damage caused by operating the Product outside the permitted or intended uses described by iboss or with improper voltage or power supply; or (d) damage caused by service performed by anyone who is not a representative of iboss. Recovery and

reinstallation of software programs and user data are not covered under this warranty. This warranty is void if a Product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover).

No iboss reseller, distributor, partner, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

4. **Implied Warranties and Conditions:** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY. Some jurisdictions do not allow limitations on the duration of an implied warranty or condition, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.
 5. **Limitation of Damages:** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IBOSS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF IBOSS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.
 6. **Governing Law:** This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.
 7. **National Statutory Rights:** Consumers in some jurisdictions may have legal rights under applicable national legislation governing the sale of consumer goods. These rights are not affected by the warranties in this Limited Warranty. If you have any questions, please contact iboss at support@iboss.com (mailto:support@iboss.com).
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CONTACT SUPPORT

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[Open a Ticket \(https://support.ibosscloud.com/\)](https://support.ibosscloud.com/)

North America Support:

877-742-6832 x3

support.na@ibosscloud.com (mailto:enterprise.support@iboss.com)

LATAM Support:

+52 (55) 41696270

support.latam@ibosscloud.com (mailto:support.latm@ibosscloud.com)

EMEIA Support:

+44 (0) 203 7908289

support.emeia@ibosscloud.com (mailto:support.emeia@ibosscloud.com)

APAC Support:

support.apac@ibosscloud.com (mailto:support.apac@ibosscloud.com)

CONTACT SALES

Request Demo (/platform/request-demo)

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North America Sales:

877-742-6832 X1

Contact local distributor or:

sales@iboss.com (mailto:sales@iboss.com)

International Sales:

858-568-7051 X1

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