

**AVAYA
GLOBAL RETURNS
POLICIES AND
PROCEDURES**

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1) Objective

The purpose of the Avaya Returns Procedural Manual is to provide a single source of information on Avaya's Returns Policies and Procedures required for customers to successfully process the following returns. This document outlines Avaya's global returns policies and procedures. For information regarding region-specific policies and procedures, please refer to the regional supplement section at the end of this document.

This document includes policies and procedures regarding the following:

Warranty Processes

- Dead on Arrival (DOA)
 - Provisioning
 - Maintenance
- Warranty (WAR)
 - Repair & Return (R&R)
 - Same Unit Repair (SUR)
- Maintenance Agreements (MA)
- Lifetime Warranty

Return Procedures

- Stock Rotation Returns
- Manufacturer Discontinued Product
- Quality Recalls
- Battery Replacement
- Project Returns
- Heritage NES Voice R&R

Processes

- Engineering Stock Movement
- Shipping Discrepancy Claims
- Out of Policy`
- Out of Warranty Repair

1.1 Scope

Avaya Channel Partners, Direct Partners, End Users, Business Partners, and Resellers

*Note: Distributor Return Policies and Procedures are not covered in this document. For information regarding distributor policies and procedures, please see the Global Distributor Handbook which can be located at sales.avaya.com under the Programs Tab.

1.2 Theater

Americas International (AI), Asia Pacific (APAC), Europe (EU), Global Growing Markets (GGM), United States (US)

2) General RMA Policies & Procedures

****Note: As per Avaya's Policy, All Avaya sales are FINAL. Our policy accepts defective product returns within 90 days of shipment. Outside of this time window, defective product returns are only accepted if they are covered under maintenance warranty.***

Avaya's Out of Policy return process to support the exceptional situations where Avaya is responsible for incorrect material shipments and we need to make good on our accountability to our customers. When the return request reasons show that the accountability is not Avaya's but for the convenience of our customers and partners we will not approve the return request. Where feasible, and at Avaya's sole discretion, we may accept Out of Policy returns that are not Avaya's responsibility when the partner pays a restocking fee equal to 15% of the value of the product being returned.

2.1 Global Claims Policy

Definition - Claims are any shipment deficiencies or discrepancies, including but not limited to; incorrect parts or quantities. A detailed list of valid claims is provided in section 1.0.

Discrepancies must be filed within 30 calendar days of shipment from Avaya. Orders shipped from Distributor inventory - only concealed discrepancy claims will be accepted and these must be filed within 30 calendar days of shipment from Distributor inventory. If product was purchased from Distributor, the shipment claim must be placed on Distributor.

2.1.1 Valid Discrepancies and Inconsistencies

- 2.1.1.1 **Product (Hardware and/or Software) – Damaged in transit** – Not covered for FCA (Free Carrier Alongside) and routing guide shipments.
- 2.1.1.2 **Product (Hardware and/or Software) - Incorrect Part (Label = Product)** – product received is not what was ordered
- 2.1.1.3 **Product (Hardware and/or Software) - Incorrect Part (Label ≠ Product)** – product inside box was not what was ordered
- 2.1.1.4 **Product (Hardware and/or Software) – Qty mismatch** – product overage or shortage
- 2.1.1.5 **Product (Hardware and/or Software) - Concealed shortage** – Missing Children / Sub Component
- 2.1.1.6 **Shipment - Wrong Address** – shipped to incorrect location
- 2.1.1.7 **Shipment - Wrong shipping method** – Customer Instructions not followed
- 2.1.1.8 **Shipment - Lost Shipment** – Not covered for FCA and routing guide shipments.
- 2.1.1.9 **Shipment - Duplicate Order Received**
- 2.1.1.10 **Shipment - Invalid or missing Tracking info**
- 2.1.1.11 **Packaging** – Improper packaging and labeling used (product cannot be received or recognized)
- 2.1.1.12 **Documentation: Export documents** incorrect or missing
- 2.1.1.13 **Documentation: Packing list missing** or incorrect
- 2.1.1.14 **Documentation: Missing Information** (parts #'s PO #'s)

2.1.2 Non Valid Discrepancies and Inconsistencies

- 2.1.2.1 **Product (Hardware and/or Software) – Incorrect Order** - wrong product or quantity ordered by Distributor
- 2.1.2.2 **Shipment – Refused shipment** - Shipment should not be refused, RMA (Return Material Authorization) process must be followed for all returns including shipping discrepancies. All refused shipments will be charged a fee of the greater of \$100.00 USD or 15% of purchasing price.

2.2 Asset Recovery Policy

Note: Customers will be billed at the applicable list price for any of the following:

- a) Failure to return replaced part within 30 calendar days.***
- b) If the returned part does not match the replaced part.***
- c) If the returned part does not match the Avaya RMA associated with the replaced part.***

2.2.1 Purpose

The purpose of this policy is to clearly state customer obligations and potential Avaya actions regarding the return of defective parts in a timely manner.

2.2.2 Audience

The target audience for this policy is: Channel Partners – Distributors and Resellers and Customers.

2.2.3 Geographic Applicability

This policy is global (APAC, Canada, CALA, EMEA and the US).

2.2.4 Overview

Avaya has a defective parts return policy (Global Asset Recovery Policy) pertaining to customers returning defective parts in a timely / accountable manner in support of an advanced replacement shipment in a maintenance related activity.

2.2.5 Details

If Avaya ships a replacement unit in advance, the customer is obligated to return the defective part to the designated Avaya repair facility for receipt within 30 calendar days after shipment of the replacement part. All defective returns must have the Avaya RMA number clearly marked on the shipping container and packaging list. Customers may need to provide additional import / export documentation where applicable. Material must be in repairable condition and use industry-standard material handling processes, including the use of Electrostatic Discharge or ESD preventative measures and the re-use of protective packaging provided by Avaya.

If customer is unable to return any replaced part within 30 calendar days, they are required to contact their in region Avaya recovery team to negotiate an alternative return date. If Avaya does not receive the returned part within 30 calendar days, the returned part does not match the part replaced by Avaya or if the returned part does not match Avaya's registration record, the customer may need to provide a new Purchase Order number to Avaya's asset recovery team to facilitate the billing of product not returned, at the applicable list price for the non-returned part.

After 30 calendar days, no credits or refunds will be issued by Avaya if defective part is returned to the designated repair facility. Additionally, parts returned after 30 days will become property of Avaya, and will not be returned to customer.

Failure to return defective parts may result in the suspension of future advanced parts replacement service delivery from Avaya.

2.3 Warranty Policy Clarification – Advanced Product Replacement

This policy clarification restates the support Avaya provides to customers and channel partners who request Advanced Product Replacements (APR) during the Avaya warranty period for a particular product. This type of support entitlement depends on whether the customer or channel partner has support coverage with Avaya or a special warranty for the affected product. The standard product warranties offered by Avaya do not include APR units. Avaya may include APR units as part of special warranty offers, such as a Lifetime Warranty, where the entitlements included with them are explicitly stated.

It is recognized by Avaya that some customers and/or channel partners may have experienced APR-like support. However, effective February 1, 2012 Avaya will complete an alignment with the standard warranty policy and will provide APR support for appropriately entitled customers/channel partners. Non-entitled customers and channel partners will be offered a return to depot repair/replacement service consistent with our standard warranty. Avaya will use all commercially reasonable efforts to provide a 10 day cycle time, from the date of receipt of a defective hardware product until the time a repaired or replacement unit is shipped by Avaya. The standard shipping method is by ground to all mainland locations. In many regions Avaya already provides customers and channel partners with return-to-depot warranty service. This will continue as a standard warranty practice in those regions.

In summary, the current standard warranty policy provides for the following:

If a Product does not conform to and operate in accordance with the applicable Documentation in all material respects and Avaya receives a written notice during the applicable warranty period describing in reasonable detail how the Product failed to be in conformance, and including evidence that the product is under warranty (i.e. a valid invoice, and in some cases this may also require Product registration with Avaya), Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product; or (ii) refund the applicable fees upon return of the non-conforming Product to Avaya. For Software warranty, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis provides for defective parts/media replacement or repair at Avaya’s discretion, access to software/firmware updates and access to the Self Help Web site.

This is a “return to depot” warranty policy for hardware products. This policy does not reflect any change to a customer’s or channel partner’s existing Avaya product warranty. This applies

globally except where regional or country laws dealing with warranty or warranty delivery supersede.

For customers and channel partners looking for advanced product replacement from Avaya, you will be required to purchase Avaya support. Avaya support provides coverage such as proactive, preventative monitoring of system performance and the ability to quickly find and fix problems, keeping communications running. Avaya offers a comprehensive portfolio of Support Services that provide simple, flexible and reliable support plans by delivering technical support, emergency recovery, software updates & upgrades, advanced parts replacement and in-field service technicians to minimize customer down time. Support services are available for either partner enablement or Avaya direct delivery to end customer business models.

For more information and warranty policies please see Avaya’s support site at:

Support.avaya.com or <http://support.avaya.com> and select “More Resources” on the left of the screen

2.4 RMA Procedures

All material returned to Avaya must have a valid RMA and be clearly identified on the shipment. All RMAs are valid for 30 days from date of issuance unless Direct Customer or Distributor has made extension arrangements with the regional RMA team.

Material received on a cancelled RMA may be returned to the Customer/Distributor at their expense with a written explanation. Excess/non-compliant material received on an RMA may be returned to Customer/Distributor at their expense with a written explanation.

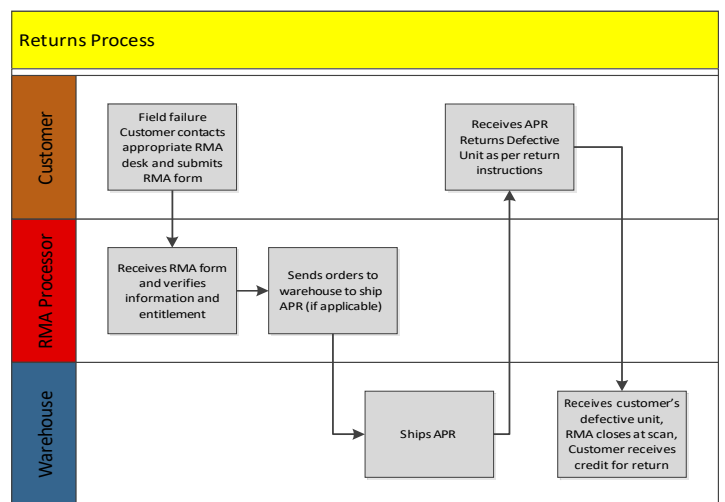
This chapter explains the different types of returns (outlined below this paragraph) that require an RMA, and clarifies the procedures and packaging instructions for shipment back to Avaya. Each section covers all Avaya Red and Blue product with notes for any differentiating processes between the two returns process.

2.4.1 Provisioning

Provisioning claims are for new product failures or discrepancies experienced in the initial period after a customer purchases a product.

These claims include:

- DOA (Dead on Arrival)



- Descrepancies
 - Damaged in-transit
 - Incorrect Part (Label = Part)
 - Incorrect Part (Label ≠ Part)
 - Incorrect Quantity (Product Overshipped/Undershipped)
 - Concealed Shortage (Missing Child/Sub-component)
 - Shipping Error
 - Wrong Address (Shipped to incorrect location)
 - Wrong Shipping Method (Customer Instructions not followed)
 - Lost Shipment (Not covered for FCA and routing guide shipments)
 - Duplicate Order Received
 - Invalid or missing tracking information
 - Packaging (Improper packaging or labeling used; product cannot be received or recognized)
 - Documentation
 - Export documents incorrect or missing
 - Packing list incorrect or missing
 - Missing information (Part #'s, PO #'s)

2.4.2 Maintenance

Maintenance claims should be submitted when a customer experiences a part failure after the first 90 days from the original shipment. These claims include:

- in-warranty claims (day 0-365),
- claims for parts covered under a service contract
- claims for return and repair

For more information regarding submitting a maintenance claim please see the following sections of this document:

- (5)Warranty Returns
- (6)Maintenance Agreements
- (7)Limited Lifetime Warranty Returns

2.4.3 RMA Claims Contact

To submit a claim, please contact your regional RMA claims center. Contact information is located in the Regional Contact Section (Section X) of this document.

3) Serial Number Capture

When submitting a returns request it is mandatory that all parts being returned have a corresponding serial number listed on the returns forms. As serial numbers are a unique

identifier for each part, providing the serial number for each returned part will assist in verifying warranty/contract entitlement and will assist in the receipt process at the warehouse which will ensure that customers who have returned parts to Avaya receive the appropriate credit and are not billed for a non-return. Capturing serial numbers allows for more timely identification of quality issues such as DOA failures.

*Serial Numbers are located on the part label.
Below is an example of a part label with the serial number.*



4) DOA (Dead on Arrival) Claims

4.1 Global DOA Policy

Dead on Arrival (DOA) is used to describe products that are found to be defective at time of installation, and within a specific period of time after shipment to the market. Defects may include “not working as designed” or “not fit for service”. Carrier damage may not be claimed as a DOA. Avaya will use the term DOA in all documentation to refer to these types of failures.

Dead on Arrival (DOA) material must be identified in writing within 90 calendar days of shipment from Distributor if material has shipped from Distributor inventory or within 90 calendar days of shipment from Avaya on drop ship (direct ship orders). If product was purchased from Distributor then DOA claim must be placed on the Distributor. Returns must be accompanied with invoice showing reseller purchase date. If the returned product is determined to meet the applicable Avaya specification, Avaya in its sole discretion may impose a restocking fee of the greater of \$100.00 or 15% of NPP in the currency that business is done with Avaya.

Defective equipment identified beyond 90 calendar days will be handled under normal warranty coverage.

4.1.1 Dead on Arrival RMA Types

Avaya will replace all DOA on a sales order as follows:

4.1.1.1 Like-for-like replacement (Applicable for Distributors, Resell Partners & Customers):

4.1.1.1.1 DOA equipment may be replaced by functionally equivalent equipment as defined by Avaya at no cost to the partner.

- 4.1.1.1.2 Failure to return DOA product within 30 days will result in additional billing for replacement unit at Distributor/Partner/Customer cost.
- 4.1.1.1.3 The following are mandatory items required before a Return Material Authorization is issued. All return request must include:
 - a. Avaya original order number
 - b. Completed DOA form minimally (must include reason for return)
 - i. Serial number for each defective unit
 - ii. Material code (including parent code if applicable)
 - iii. Defect observed (fail on boot, no power, noise on line, etc.) for each defective unit

Note: The serial number format is provided on the instructions tab within the Integrated RMA Form for your reference. If you are having trouble finding this information please contact your Order Manager.

- 4.1.1.1.4 Avaya will be responsible for covering the costs to return each DOA RMA (Return Material Authorization) using its returns processes as administered by its Order Management team or Third Party Provider.
- 4.1.1.1.5 For international shipments Avaya will ship all product DDP (Delivery Duty Paid) where permitted by local regulations, or DDU (Delivery Duty Unpaid) and Distributor will be reimbursed for any applicable duties (see Inco terms attachment for additional details).

4.1.2 Claims Submission Process

- 4.1.2.1 Avaya US & Canada – please submit your claims to AvayaDistributor@OnProcess.com.
- 4.1.2.2 Avaya AI (CALA) – please submit your claims to your Order Management prime.
- 4.1.2.3 Avaya EU – please submit your claims to AvayaEMEARLT@OnProcess.com.
- 4.1.2.4 Avaya GGM – please submit your claims to AvayaEMEARLT@OnProcess.com
- 4.1.2.5 Avaya APAC – please submit your claims to AvayaAPACRLT@OnProcess.com.
 - 4.1.2.5.1 If you are in Japan, please submit your claims to your Order Management prime.
- 4.1.2.6 Avaya Projects (GLOBAL) – please submit your claims to AvayaProjectReturns@OnProcess.com.

4.1.3 DOA Return Material Authorization (RMA)

- 4.1.3.1 All material returned to Avaya must have a valid RMA and be clearly identified on shipment along with the material code, quantities, serial number and observed defect.

- 4.1.3.2 All RMAs are valid for 30 calendar days from date of issuance unless Customer/Distributor has made extension arrangements with Avaya.
- 4.1.3.3 An RMA will only be issued for return of product purchased directly from Avaya. Product purchased from parties other than Avaya must be returned to that party.
- 4.1.3.4 Material received on a cancelled RMA will be returned to Distributor/Partner/Customer at their expense with a written explanation.
- 4.1.3.5 Excess/non-compliant material received on an RMA will be returned to Distributor/Partner/Customer at their expense with a written explanation.

4.1.4 DOA Return Shipping Instructions

- 4.1.4.1 Return Material Authorization (RMA) number must be clearly marked on at least two sides of each pallet/carton.
- 4.1.4.2 Over packing is permitted but carton must be marked “OVERPACK” to receive proper credit.
- 4.1.4.3 It is suggested that palletized equipment be shrink wrapped in black to prevent tampering.
- 4.1.4.4 If returned material is a Bill of Material (BOM) with components, all components must be included to ensure proper credit.
- 4.1.4.5 The unit to be returned should be repackaged either in its original carton or utilize the carton from the replacement product.
- 4.1.4.6 Shipping label must contain the following:
 - 4.1.4.6.1 Avaya RMA number
 - 4.1.4.6.2 Customer/Distributor name and return address
 - 4.1.4.6.3 Contact name and phone number
 - 4.1.4.6.4 Ship to: Avaya Returns Center and proper address
 - 4.1.4.6.5 For multiple boxes / pallets: Each box / pallet within a series must reference the entire series “total” and the number count that individual box or pallet represents within that series. For example: 1 of 4, 2 of 4, 3 of 4, and 4 of 4 on two sides on the outside of each box/pallet in addition to the RMA Number.
 - 4.1.4.6.6 Distributor Returns must contain shipping manifest (packing slip)
- 4.1.4.7 Copy of packing list and shipping label information (including RMA#) should be placed inside box (to allow identification even if exterior information is lost in transit).

4.2 DOA Claims Process Overview

This procedure applies to all Avaya RMA requests for DOA Returns for Distributors and Business Partners, Project Managers, and End Customers related to new installations.

Follow this DOA process if the product is:

- Within 90 calendar days of shipment from Distributor's inventory.
- Business Partners contact their Point of Sale (POS) Distributor for DOA instructions.
- Within 90 calendar days of shipment from Avaya for direct ship orders.
- Direct Partners/Distributors contact Avaya for DOA instructions.

4.2.1 DOA Claims Process

Customers initiate the DOA RMA process by contacting their regional RMA claims manager. Please refer to the Regional Contact Section (X) of this document for contact information

- The RMA number and return shipping instructions will be emailed to you Failure to return DOA product within 30 days will result in billing for the replacement unit (s) at Distributor/Partner/Customer cost as per our Global Assets Recovery policy.
- Material received on a cancelled RMA may be returned to Distributor/Partner/Customer at their expense with a written explanation.
- DOA equipment may be replaced by functionally equivalent equipment as defined by Avaya at no cost to the partner.
- All return requests must include:
 - Avaya original order number
 - Completed DOA form (must include reason for return and valid failure description with additional comments if necessary)
 - Serial number
 - Material code (including parent code if applicable)
- Avaya will cover freight costs using ground service, unless otherwise requested, for replacement product

4.3 Notes:

- 4.3.1 *Carrier damage may not be claimed as a DOA. Claim process must go through the Shipper.*
- 4.3.2 *Defective equipment identified beyond 90 calendar days will be handled under Warranty and Repair.*
- 4.3.3 *Defective equipment identified beyond 365 calendar days will be handled under the Out of Warranty Policy Process.*
- 4.3.4 *For international shipments Avaya will ship all product DDP (Delivery Duty Paid) where permitted by local regulations, or DDU (Delivery Duty Unpaid) and Distributor will be reimbursed for any applicable duties*
- 4.3.5 *Reference the currently available published incoterms from the International Chamber of Commerce:*

<http://www.iccwbo.org/>

Hover your mouse pointer over Training & Events.

Click on "Incoterms 2010"***

***Note: Year will change with updates.

5) Freight & Shipping Discrepancy Claims

5.1 Overview

This procedure applies to Avaya RMA requests for Shipping Discrepancies (over, short and missing material) and “Damaged”/“Lost in Transit” claims where Avaya pays for the freight and chooses the carrier¹. This policy covers Stocking Distributors purchasing directly from Avaya. Channel Partners must file claims with their distributor.

Definitions

- Missing material (Shortage)²
 - Ordered and billed for product, but product was not shipped
 - Quantity received is less than the ordered amount
- Extra or wrong material found (Overage)
 - Ordered & billed, but over-shipped the ordered amount
 - Quantity received is more than the ordered & billed amount
 - Extra material received in shipment, not ordered & not billed
- Concealed shortage³ – shortage was concealed at time of receipt
 - Damage/Shortage was hidden within a shrink-wrapped pallet
 - Damage/Shortage was hidden inside a bundled package

5.2 Process – Shipping Discrepancies

- Contact regional discrepancy claims team and provide the following information:
 - Purchase Order Number
 - Sales Order Number (SO#)
 - Part number(s)
 - Quantities over/short
 - Serial numbers (if applicable)
- If Damaged/Lost in Transit claim, request must include:
 - Shipping documentation
 - Digital photos if possible
- Claim processor will respond to RMA request within 24 hours⁴
- Claim will be researched and resolved within 5 business days
- If shipment of new product is required prior to completion of investigation a new purchase order is required to be submitted for advanced replacement.
- If Avaya is at fault credit will be issued for product and freight against the advance replacement order.
- In cases where a short shipment is identified by Avaya, missing product will be shipped to Distributor’s designated shipping location. Avaya will expedite and cover all freight charges, for international shipments replacement will be sent DDP (Delivery Duty Paid) where permitted by local regulations, or DDU (Delivery Duty Unpaid) and duties reimbursed.
- In cases where an overage was found or incorrect product shipped and Distributor would like to keep the product instead of returning to Avaya a new “bill only” purchase order is required to be submitted to Avaya.

- In cases where an overage was found or incorrect product shipped and Distributor would like to return the product, a \$0.00 RMA will be issued and a carrier account will be provided along with the RMA.

5.3 Notes:

- 5.3.1 *If customer pays for freight and chooses carrier, no freight claims are honored. Customer should file a claim with their carrier for any damaged freight received and a new order should be submitted.*
- 5.3.2 *Shortages must be reported within 10 days of receipt.*
- 5.3.3 *Concealed shortage must be reported within 30 days of receipt by Customer/Distributor or 30 days from distributor invoice.*
- 5.3.4 *Avaya will respond to emergency requests same business day when received by 4p.m. Eastern Standard Time*

6) Warranty Returns

6.1 Overview

This procedure applies to all Avaya RMA requests for Warranty Returns. Follow this Standard Warranty Process for Hardware and Software kits if the purchase date for the product is older than 90 calendar days, but within 365 calendar days of the shipment date.

Note: Product within the Standard Warranty period will be repaired and returned to the Customer's designated shipping location within 10 days of receiving the product. If a unit cannot be repaired, a 'Like for Like' replacement unit will be shipped in its place.

6.2 Global Warranty Policy

6.2.1 Scope of Policy

Avaya warrants to End User that during the applicable warranty period the Avaya Products will conform to and operate in accordance with the applicable documentation in all material respects.

This policy applies globally to all Avaya Products purchased by End Users directly from Avaya. In the United States and Canada it also applies to Products purchased by End Users from Avaya Channel Partners. It does not apply to Products acquired by End Users from Channel Partners outside of the United States and Canada where the warranty to the End User is provided by the Channel Partner and not by Avaya.

6.2.2 Standard Limited Warranty Period for Hardware

Unless otherwise stated specifically by Avaya, the following periods apply:

a) Twelve (12) months, beginning on the In-Service date, for Hardware purchased directly from and installed by Avaya.

b) Twelve (12) months, beginning on the Delivery Date, for all other Hardware purchased directly from Avaya or a Channel Partner where Avaya does not install the Hardware. This includes Hardware purchased by Channel Partners for internal use.

6.2.3 Warranty Exclusions

The warranties do not extend to any damages, malfunctions, or non-conformities caused by (i) use of the Products in violation of the license granted by Avaya or in a manner inconsistent with the Documentation; (ii) normal wear due to Product use, including but not limited to Product cosmetics and display scratches; (iii) use of non-Avaya furnished equipment, software, or facilities with Products (except to the extent provided in the Documentation); (iv) failure to follow installation, operation or maintenance instructions; (v) failure to permit Avaya timely access, remote or otherwise, to Products; or (vi) failure to implement all new updates to Software. An “Update” is a change in the Software that provides corrective content for maintenance purposes only. Updates are generally available to Products under warranty and to subscribers to Avaya’s Product support or maintenance services. Warranties do not extend to Products that have been altered (including alteration of serial numbers), serviced or modified by a party other than Avaya or a third party specifically authorized by Avaya to provide the service or modification.

6.2.4 Products from Third Parties

Avaya provides Third Party Products on an “AS IS” BASIS WITHOUT WARRANTIES OF ANY KIND unless Avaya specifies otherwise. However, such Third Party Products may carry their own warranties and Avaya shall pass through to End User any such warranties to the extent authorized. Exercise of such warranty shall be directly between End User and the third party provider.

6.2.5 Toll Fraud

Avaya does not warrant that Products will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of End User. The term “Toll Fraud” refers to the unauthorized use of telecommunications services or facilities accessed through or connected to the Products.

6.2.6 Warranty Procedures and Remedies

End Users who purchased the Product directly from Avaya should contact Avaya. End Users who purchased the Product from an authorized Avaya Channel Partner in the United States or Canada should contact the Channel Partner for assistance in making warranty claims to Avaya. If a Product is not in conformance with the warranty above and Avaya receives a written notice during the applicable warranty period describing in reasonable detail how the Product failed to be in conformance, and including evidence that the product is under warranty (i.e. a valid invoice, and in some cases this may also require Product registration with Avaya), Avaya at its option will: (i) repair or replace the Product to achieve conformance and return the Product; or (ii) refund the applicable fees upon return

of the non-conforming Product to Avaya. For Software warranty, Avaya provides access to available software corrective content and product support knowledge base on a self-service basis. Replacement Hardware may be new, factory reconditioned, refurbished, re-manufactured or functionally equivalent and will be furnished only on an exchange basis. Returned Hardware that has been replaced by Avaya will become Avaya's property. Replacement Products are warranted as above for the remainder of the original applicable Product warranty period. THESE REMEDIES WILL BE END USER'S SOLE AND EXCLUSIVE REMEDIES AND WILL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES END USER MAY HAVE AGAINST AVAYA WITH RESPECT TO THE NONCONFORMANCE OF PRODUCTS.

6.2.7 Disclaimers

EXCEPT AS REFERENCED AND LIMITED IN THIS DOCUMENT, NEITHER AVAYA NOR ITS LICENSORS OR SUPPLIERS MAKES ANY EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. AVAYA DOES NOT WARRANT UNINTERRUPTED OR ERROR FREE OPERATION OF PRODUCTS OR THAT THE PRODUCTS WILL PREVENT TOLL FRAUD. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AVAYA DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE WARRANTY REMEDIES EXPRESSLY PROVIDED IN THIS DOCUMENT WILL BE END USER'S SOLE AND EXCLUSIVE REMEDIES.

6.2.8 General

This policy applies to all Products sold under the Avaya brand including heritage Nortel products, and combines and supersedes all earlier versions.

To the extent there is a conflict between this policy and an agreement between Avaya and the End User or Channel Partner, the terms of the agreement will prevail.

If any provision of this policy is determined to be unenforceable or invalid by court decision, the policy will not be rendered unenforceable or invalid as a whole, and the provision will be changed and interpreted so as to best accomplish the objectives of the original provision within the limits of applicable law.

Avaya is not responsible for any warranty, support or maintenance commitments made by Channel Partners or other service providers. Avaya reserves the right to amend or change this policy at its sole discretion at any time, and this policy shall not be interpreted to create any contractual obligation by Avaya to provide support to any specific customer, Channel Partner or other service provider.

6.3 Standard Warranty RMA Process

To place Warranty RMAs, start by contacting Avaya via the applicable path below:

- Contact the Avaya Service Desk at [Avaya Support - Contact](#)

- You may also submit a claim via the web portal by following the path detailed in the Maintenance Agreements section (Section 6) of this document
- Please include a copy of the completed form with the RMA# when you ship the defective part. Keep a copy for your records.
- ****When Placing an Emergency Order always follow up with a phone call.****
- All units returned are automatically processed through the Avaya repair cycle. If the defective unit is found to be out-of-warranty, the Repair Price will be charged.
- Standard service is 10-day Repair & Return: repaired item is shipped 10 days after receipt of the defective.

*For customers located in The United States and Canda it is very important to write the Choice “Z” Ticket # after the warehouse address

7) Maintenance Agreements

7.1 Overview

This procedure applies to all Avaya Red and Blue products. This Service Description describes the Avaya Full Coverage services for eligible Software kits and Hardware and supersedes all prior descriptions or contract supplements relating to such support. This document is an attachment to the Customer’s Commercial Agreement with Avaya, and shall serve as the Service Description with respect to such

support offering. In the event of a conflict between this Service Description and the Customer’s Commercial Agreement with Avaya, the terms and conditions of the Customer’s Commercial Agreement will control. In the event that the Customer is an Avaya authorized reseller, distributor, systems integrator or service provider purchasing support coverage for the Customer’s end user customers (or resellers, as applicable), Avaya will provide the support specified herein to the Customer. The Customer will be responsible for performing the end user customer responsibilities under this document and securing (either directly or through resellers, as applicable) all necessary approvals, consents and performance from the end user customer. More information on Maintenance Agreements can be found in the Avaya Support Guide (click on “More Resources” at the bottom of the Avaya Support Home Page) or by going to the following link: [Avaya Support - Support Guide](#).



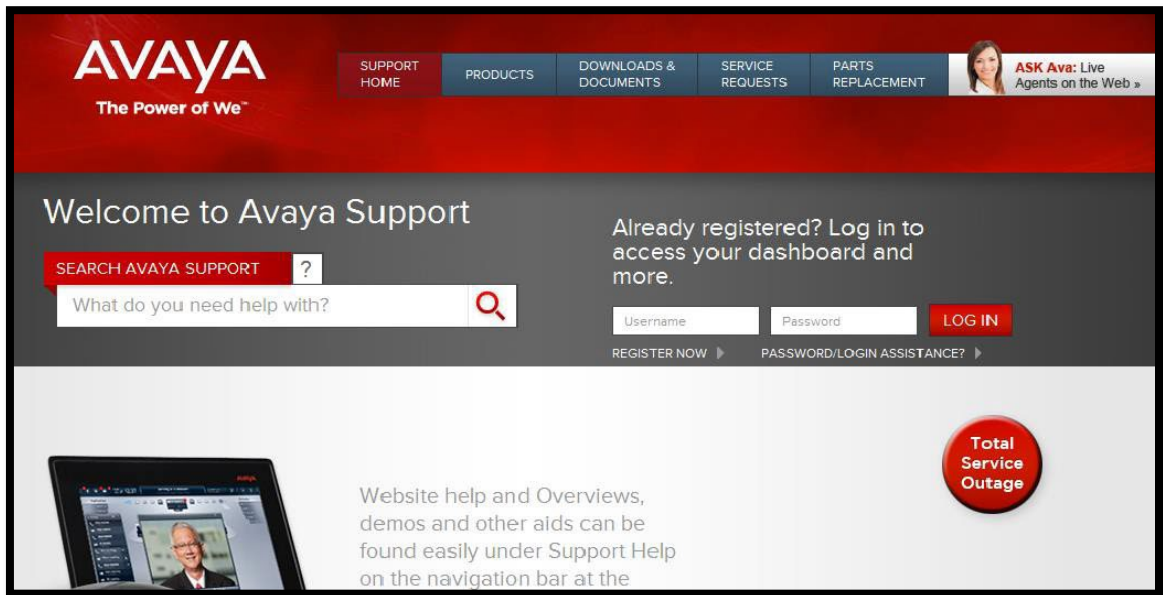
7.2 Requesting MA Service

7.2.1 Requesting MA Service (Avaya Red and Blue Data)

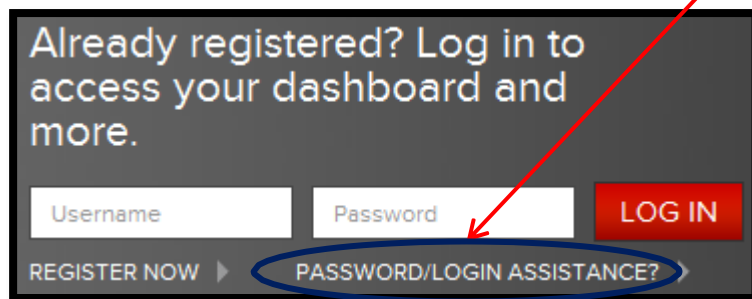
When reporting an issue or requesting technical assistance, you may choose to quickly create an online service request using Avaya’s Web Ticketing (expedited method) or call Avaya’s Global Support Services organization directly.

1. Go to the Avaya Support Web Portal

The fastest and preferred method to request service is to use the Avaya Support Web portal to open a web ticket: [Avaya Support Web Portal](#).

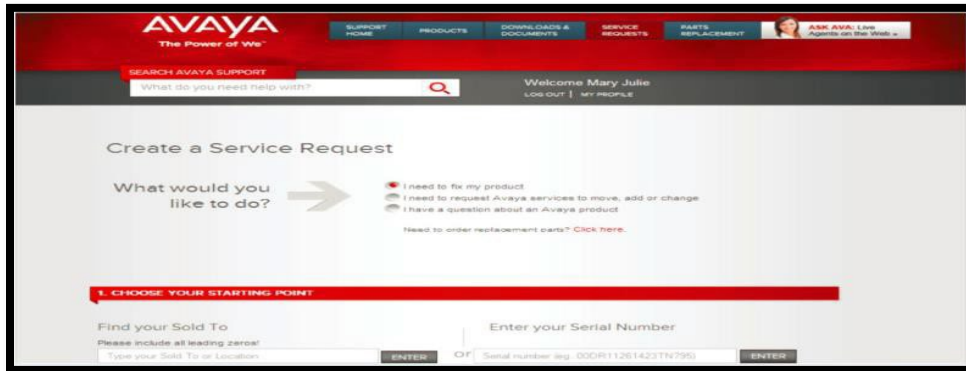


You must have a Sold To# or SSO Login to continue. For any problems, “Login Assistance” is available for all regions and is easily accessible. Upon Entering an incorrect Login or Password from the main page, you will be directed to a Login assistance page. If you have not already done so, please register at the Avaya Support (Avaya Support Web Portal) portal and follow the **“Register Now”** link:



- Select “Service Requests” on the main page, in the top navigation area.
- Select “Create New Service Request” and enter the information requested in the online form.

- APR product will be shipped with return shipping instructions for the defective part.



2. **If not able to open a Web Ticket or for customers that do not know their “Sold To” ID, Avaya Support can be reached by phone:**

- AVAYA Support 1-800-387-4268
 - Select 1 for customer or 2 for business partner.
 - When prompted for a Sold To / FL enter 0005334367. This generic ID will allow you to get through the prompting system and will help guide the call receipt team in handling your ticket.
 - For ease of reporting, please have the following information ready to give the Global Support Services (GSS) team:
 - a. Your name and callback number
 - b. The name and number of the onsite contact
 - c. A description of the equipment and the symptoms encountered
 - d. Indicate any recent changes to your solutions, i.e. If an upgrade or configuration changes have occurred
 - e. Incident start time and business impact
 - f. Information regarding any non-Avaya investigatory work that has been performed
 - g. Indication of any previous or related Avaya cases
 - h. Approval of possible charges if applicable
 - **Once entitlement has been confirmed a ticket for a hardware repair and return will be created and the ticket number and/or RMA number will be provided with instructions.**
 - **Please keep ticket number available for future reference.** To obtain status you may sign up to receive Case Status Alerts (found in section F of the complete guide), access web ticketing on the Avaya Support>Dashboard or Service Request area.
 - When calling in you will be prompted to enter your ticket number. Your call will then be transferred to the current case owner.
 - If you get voice mail you can leave a message or dial 0 to talk to a live engineer. In most cases, Avaya is able to test and resolve the problem remotely without the need of an onsite visit. You can sign up for

proactive Case Status Alerts that will keep you posted as your trouble ticket moves through the necessary steps to resolution.

7.3 Requesting Maintenance Parts Replacement

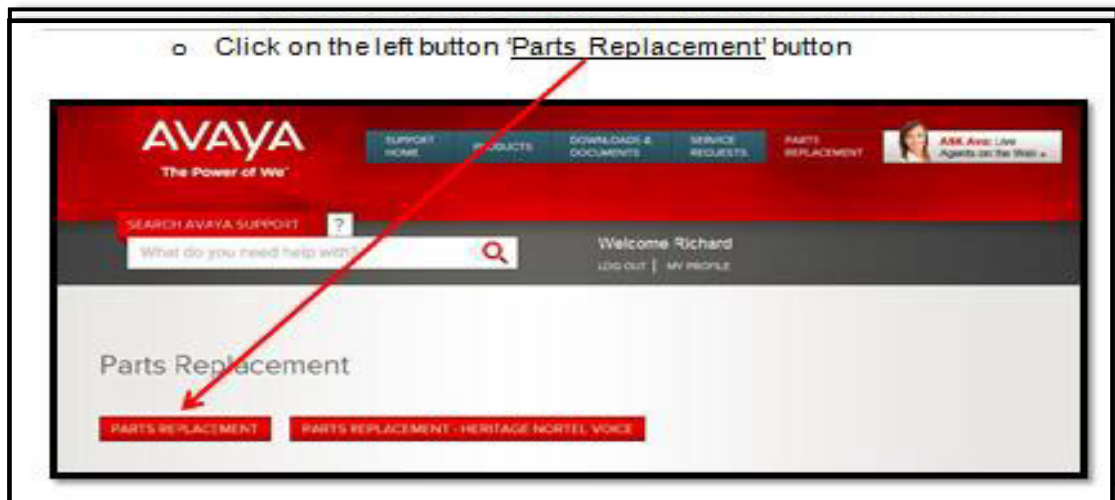
7.3.1 Requesting Parts Replacement under an active Maintenance Agreement (Avaya Red, Blue Data, and Managed Spares)

When reporting an issue or requesting technical assistance, please open an online service request using Avaya's Support Website: [Avaya Support Web Portal - Parts](#)

An SSO Login ID is required to utilize the Avaya Support Website. If you do not already have a SSO login, please register at the Avaya Support (Avaya Support Web Portal) portal and follow the "Register Now" link. If you have forgotten your SSO Login ID, please follow the "Password/Login Assistance" link.

7.3.2 Requesting Parts Replacement under Maintenance Agreement (Avaya Blue Voice)

When reporting an issue or requesting technical assistance, please open an online service request using Avaya's Support Website: [Avaya Support Web Portal - Parts](#)



- Follow the instructions to open a Service Request
- If not able to open a Web Ticket or for customers that do not know their "Sold To" ID, Avaya Support can be reached by phone: 1-800-387-4268 (Choose applicable option for language. Then choose Option 1 for Customer followed by Case Creation and Status.)
- Avaya will ship the Advanced Parts Replacement Next Day Air containing the RMA and shipping instructions.

7.3.3 **Note:** Label and shipping instructions will not be included if part has to be drop-shipped from our vendor (RMA and shipping instructions will be sent via email).

If APR is shipped from CTDI, label will include RMA and PO#. If APR is shipped from Choice, the RMA is not included on the label and must be written in the top section by the technician or customer.

8) Limited Lifetime Warranty Returns

8.1 Overview

This procedure applies to certain Blue Data1 products on RMA requests for Limited Lifetime Warranty Returns from Distributors, Channel Partners purchasing directly from Avaya, and End Users

Lifetime Warranty Offer

Avaya offers a Limited Lifetime² product warranty for (collectively, the “Product” or “Products”):

- Ethernet Routing Switch (ERS) 2500 Series
- Ethernet Routing Switch (ERS) 3500 Series
- Ethernet Routing Switch (ERS) 4000 Series
- Ethernet Routing Switch (ERS) 5000 Series
- Virtual Services Platform (VSP) 4000 product lines
- Virtual Services Platform (VSP) 7000 product lines
- Virtual Services Platform (VSP) 8000 product lines

The Limited Lifetime Warranty applies to eligible Products that were shipped by Avaya or Nortel Enterprise Solutions on or after July 1, 2009. This includes Products that were purchased directly by End Users (Avaya direct sales) or via Channel Partners (Avaya indirect sales), and covers both new stock and remanufactured Products.

The Limited Lifetime Warranty coverage commences on the Delivery Date of the Product. Delivery Date means the date the Product is transferred from Avaya to an authorized Transportation Services Carrier providing transit to either an End-User or Channel Partner. Delivery Date is absolute regardless of shipment directly to an End User or shipment to a Channel Partner prior to delivery to an End User. The Limited Lifetime warranty includes the following:

- Lifetime hardware warranty
- Next-business-day shipment of an advanced replacement unit for failed hardware, for the lifetime of the product
 - Avaya will pay for shipping costs of the advanced replacement unit, from Avaya’s warehouse to the address provided in the RMA ticket, and for the costs of shipping the defective unit back to Avaya’s warehouse.
- Basic technical support during normal business hours for the lifetime of the product³.
- 90 day software kits warranty, providing self-service downloads of service packs/maintenance loads.
- This warranty offer applies to both new stock and remanufactured products.

The Limited Lifetime Warranty is offered for our customers worldwide, covering: North America; Europe, the Middle East, & Africa; Asia Pacific; Greater China; and Caribbean and Latin America. The Technical Support service is available during normal business hours of operation (8am to 5pm local time, Monday through Friday, excluding local holidays).

The Limited Lifetime Warranty is only available to the original purchasing End User and it is not transferable to a subsequent purchaser or third party. Proof of purchase, in the form of an invoice, may be required when claiming warranty support if Serial Number does not match the End-user.

The Limited Lifetime Warranty service, which equates to Avaya's first point of contact into Technical Support, covers:

- Diagnosing basic hardware & software kits issues through on-board diagnostics.
- Known issue documentation provided via Avaya knowledge management (product bulletins, etc.)
- Emergency recovery service (system restoration)
 - Services⁴ not regarded as Basic Technical Support include:
- Interoperability troubleshooting
- Lab reproduction of issues
- Root cause analysis (RCA)
- Installation support
- Capacity and engineering analysis

For more information please contact the Avaya representative in your region.

8.2 Definitions

“Limited Lifetime” means the period of time during the product lifecycle when Products are generally available for sale plus five (5) years after the “End of New Sales” date has been declared by Avaya.

“Sold To Number” refers to an Avaya account number for a specific customer location. A “Sold To” is similar to the Nortel Site ID which was a Nortel unique identification number generated and provided by Nortel to End-Users. For Heritage Nortel customers, a tool that translates your Nortel Site ID into an Avaya SoldTo number is available at: [Avaya Support - Nortel Customer Information](#)

“Next-Business-Day”

If an eligible Product fails and requires a hardware replacement, Avaya will take all commercially reasonable measures to ship a replacement unit before the end of the next business day (NBD) to global destinations. Actual delivery will depend on regional courier capabilities. Assuming the business week is Monday to Friday, then the NBD for a “Monday” service request is Tuesday, and the NBD for a “Friday” service request is Monday. Local holidays are excluded.

“Advanced Replacement”

In the context of the hardware portion of this warranty, the Advanced Replacement unit means that Avaya will ship a replacement Product in advance of receiving the failed unit back. This provides significant value in that there is no required wait time for Avaya to first receive the failed unit before shipping a

replacement. There is a 30 calendar day window, starting from the shipment date from Avaya, to return the RMA unit to Avaya or you will be billed for a new unit at the applicable list price. A restocking fee of 15% of the applicable list price may be billed for units returned after 30 days. It is recommended that swap out of the defective unit with the advance replacement unit occur as soon as possible within the end user available maintenance windows to avoid any fees.

8.3 Limited Lifetime Warranty Process

When reporting an issue or requesting technical assistance, please open an online service request using Avaya's Support Website:

For web ticketing use the following procedure:

- <http://support.avaya.com>
- Select "Service Requests" on the main page, in the top navigation area.
- Select "Create New Service Request" and enter the information requested in the online form.

For case creations by calling use the following procedure:

Before calling into Avaya for technical support you will need to know the serial number of the equipment to confirm warranty coverage. Channel Partners and Customers will need their 'Sold To' (or Ship To) account ID (or number). You may also need an invoice covering the Product in question. If the Product is under a maintenance agreement, call in using your Avaya 'Sold To' account ID, as you would for any other issue.

For equipment without an active maintenance agreement or callers without a known 'Sold To' number, support can be obtained by phone by following the steps below:

- On [Avaya Support Web Portal](#), under "Help & Policies" select "Contact Avaya Support" on the main page, in the bottom navigation area.
 - Select the country where maintenance support is required and call your selected phone number based on country, language and segmentation.
 - Where available choose the phone number for Customer Maintenance.
- During your phone call follow the prompts to create a new Service Request.
- If prompted for Customer or Partner, select CUSTOMER.
- Follow prompt to create a new Service Request.
- Enter 'Sold To' number. If no 'Sold To' number exists, follow the appropriate prompts to indicate no 'Sold To' number
- Assuming no Sold To, you will be prompted for main telephone number. The system will search to determine if a 'Sold To' number exists for that location. If the number is not found, you will be prompted for another number. If the second search is unsuccessful, additional prompts will be offered to guide user to appropriate service for no 'Sold To' number.
- Follow prompts for "Former Nortel products" and "Hardware".
- When speaking with an agent, request Warranty hardware replacement against the Data Product Lifetime Warranty.

- The Agent will ask you for the unit serial number to confirm warranty entitlement and may ask for an invoice as proof of purchase.
- Once your entitlement has been confirmed a ticket for a hardware repair and return will be created and you will be provided the ticket number and/or RMA number.

To Obtain a Status Update

- You can sign up for proactive Case Status Alerts that will keep you posted as your trouble ticket moves through the necessary steps to resolution.
- When calling in you will be prompted to enter your ticket number. Your call will then be transferred to the current case owner.
- If you get voice mail you can leave a message or dial ZERO to talk to a live engineer. In most cases, Avaya is able to test and resolve the problem remotely without the need of an onsite visit.
- An invoice may be requested for proof of purchase

8.4 Notes

- 8.4.1 *Avaya will also provide warranty service for the historic NES data product warranties associated with End of Sale products as noted in the [Avaya Networking Product Lifetime Warranty Summary](#) under the heading “Historic Lifetime & Limited Lifetime Warranty Offers.” Stackable ERS, ES and BPS series products purchased before July 1, 2009 are entitled to the Historic NES Hardware Lifetime Warranty, while the BES series products are entitled to a Limited Lifetime Warranty as described below.*
- 8.4.2 *The Limited Lifetime Warranty is only available to the original purchasing End User and it is not transferable to a subsequent purchaser or third party. Proof of purchase, in the form of an invoice, may be required when claiming warranty support if Serial Number does not match the End-user.*
- 8.4.3 *The Technical Support service is available during normal business hours of operation (8am to 5pm local time, Monday through Friday, excluding local holidays).*
- 8.4.4 *These services are available to End Users who purchase an optional Avaya Service Contract. More information on additional services that can be acquired through Avaya can be found in the following document: [Avaya Networking Product Lifetime Warranty Summary](#)*

End of Sale Products (EoS)	Warranty Coverage	NES Manufacture Discontinue Date (or Avaya EoS Date*)	Lifetime/Limited Lifetime Warranty End Date
Business Ethernet Switch 50	NES/SMB Limited Lifetime Warranty	31-Oct-2010*	31-Oct-2013
Business Ethernet Switch 100	NES/SMB Limited Lifetime Warranty	01-Jan-2010	01-Jan-2013
Business Ethernet Switch 200	NES/SMB Limited Lifetime Warranty	30-Sep-2009	30-Sep-2012
Business Ethernet Switch 1000	NES/SMB Limited Lifetime Warranty	01-Feb-2010	01-Feb-2013
Business Policy Switch 2000 (DC model & MDAs)	Historic NES Hardware Lifetime warranty	01-Oct-2008	01-Oct-2013
Business Policy Switch 2000 (AC model)	Historic NES Hardware Lifetime warranty	01-Mar-2006	01-Mar-2011
Ethernet Routing Switch 3510-24T	Historic NES Hardware Lifetime warranty	30-Sep-2009	30-Sep-2014
Ethernet Switch 325	Historic NES Hardware Lifetime warranty	01-Apr-2009	01-Apr-2014
Ethernet Switch 425	Historic NES Hardware Lifetime warranty	01-Jul-2010*	01-Jul-2015

9) Product Correction Notices (PCN) Process

9.1 Overview

This procedure applies to all Avaya RMA requests for Quality Recall and/or Product Correction Notice (PCN) returns from Business Partners and Direct Customers purchasing from Avaya.

Product Correction Notices (PCNs) are issued based on the likelihood of recurrence of the product non-conformance, its severity level and other criteria identified by the applicable product house. PCNs are issued only for product non-conformance issues that affect multiple customers.

9.2 PCN Returns Process

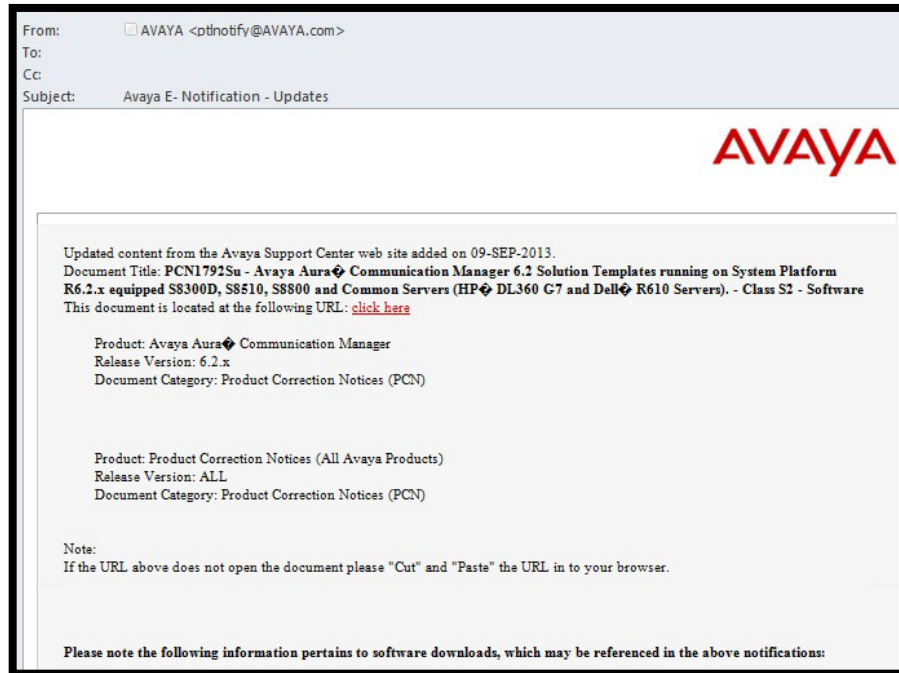
Note: PCN's are sent via e-notifications. To receive e-notifications, customers and Business Partners must sign up on the Avaya Support website.*

**eService requests are the standard/preferred method. Phone support is available as a backup.*

- PCN requests requiring hardware replacement are initiated through Avaya Support:
 1. Follow the Parts replacement instructions for your region as described on [Avaya Support - Contact](#)
 2. Reference this PCN as the “Reason for Return” during the claims process. PLEASE NOTE: At times, supply of replacement AP's may

be limited and requests for large quantities may not be able to be delivered at one time, and may need to be supplied over multiple deliveries as replacement AP's become available.

An example of a PCN e-notification:



- Each PCN will contain a section on Avaya Customer Service Entitlement Coverage.
- Provisioning instructions are included with contact information for Business Partners and Direct Customers.
- PCN requests requiring hardware replacement are initiated through Avaya Support:
 - Follow the Parts replacement instructions for your region as described on [Avaya Support - Contact](#)

- Reference this PCN as the “Reason for Return” during the claims process.
PLEASE NOTE: At

The image contains two screenshots of Avaya documents. The left screenshot is a 'Product Correction' document. It features the Avaya logo at the top left. Below the logo, there is a section titled 'SECTION 1 - CUSTOMERS' with a sub-section 'AVAYA INTERACTION OPERATIONS'. A text box states: 'This PCN address issues with the following products and systems:'. Below this, another text box asks 'Does this PCN apply to me?' and provides an answer: 'All Interaction Center customers with a with upgrade entire continued product'. The right screenshot is an 'AVAYA Global Environment, Health, and Safety' document. It includes the Avaya logo and the title 'AVAYA Global Environment, Health, and Safety'. Below the title, it lists 'Environment and Safety Services' and 'DG/IM Product Shipping Instructions'. A note states: 'NOTE: 'Warehouse Operations' Shipping Instructions are now incorporated into the 'All Operations and Customers' Shipping Instructions. Please see appropriate instruction for your specific shipment below.' Below the note, there is a table of hazardous materials transportation instructions, including 'Chemtrec Instructions (HMT-CR-01)', 'Haz Mat Transportation Guidelines and Exception Provisions for Lead Acid Batteries (HMT-CR-02)', 'Haz Mat Shipping Compliance Aid (HMT-CR-03)', 'General DG/IM Shipping Procedures (HMT-CR-04)', 'DG/IM Shipping Training Guideline (HMT-CR-05)', and 'Haz Mat Transportation Guideline Exemption Requirements for Materials of Trade Transport (HMT-CR-06)'. There is also a 'Shipping Instruction Index' section with a link to 'DG-IM Shipping Instruction Index (HMT-CR-15)'. Below the index, there are sections for 'Dry Cell Batteries', 'Lead-Acid Batteries', 'Lithium Metal Batteries', and 'Lithium Ion Batteries', each with a list of specific instructions and links.

times, supply of replacement AP’s may be limited and requests for large quantities may not be able to be delivered at one time, and may need to be supplied over multiple deliveries as replacement AP’s become available.

- PCN’s are issued for both software kits and hardware issues and may contain the following information based on the nature of the PCN:
 - Products affected by PCN and restrictions
 - Description and issues addressed by the PCN
 - Whether the PCN is required, security risks, the prospect of a service disruption, and the risks of not implementing the PCN
 - Regional area covered by PCN
 - Software kits installation/download or hardware replacement instructions
 - Party responsible for implementing the PCN
 - How to determine if your product is affected by the PCN
 - Required Material and RMA Instructions, if applicable

10) Battery (BRP) Replacement

10.1 Overview

This procedure applies to all Avaya RMA requests for Battery returns from Partners and Stocking Distributors purchasing directly from Avaya.

10.2 Battery Return Process

Battery returns will follow the same DOA/Warranty/etc. procedures outlined in the above sections in this chapter; however they must be packaged and shipped using Avaya's Hazardous Material shipping instructions. Please follow the Environment, Health and Safety (EH&S) shipping Instructions found at this site:

[Avaya Global Environment, Health, and Safety](#)

Various documents regarding MSDSs and Dangerous Goods / Hazardous Materials (DG/HM) Shipping Instructions can be found on this website (some Avaya hardware products contain batteries which are subject to DG/HM Shipping requirements).

11) Out of Warranty Repair

11.1 Overview

Out of Warranty Repair options may be available for parts which are no longer covered by Avaya's Warranty and are not covered under an Avaya Service Agreement. Please see the regional breakdown below for Out of Warranty Repair options in your region.

- US – Submit Return and Repair requests to avayared@ctdi.com
- Canada – Same Unit Repair (SUR) – to request SUR RMAs, please submit claim request to:
 - Avaya Red 1-855-403-2834
 - Avaya Blue Data 1-800-242-2121
 - Avaya Blue Voice 1-800-387-4268
- EMEA – Submit Return and Repair requests via Geis LFS portal
- APAC – Submit Return and Repair requests to aprma@avaya.com
- CALA – Submit Return and Repair requests to avayared@ctdi.com

12) Out of Policy (OOP)

12.1 Overview

Out of Policy Returns are for any claim or request **with exceptional circumstances** that fall outside of Avaya's existing policies. This policy applies to Distributors, Channel Partners, and End Users.

Software is non- returnable. All cancelled orders and software/license return requests must be authorized through the Out of Policy process.

Note: All approved OOPs will be charged 15% restocking fee unless approved otherwise.

- a) The Partner completes the Out of Policy Claim Request form.

- b) All Out of Policy requests globally must be reviewed and submitted by the Avaya Channel Account Manager to OOPSubmission@Avaya.com
- c) The completed form must be e-mailed and named using the following format:
 - a) “OUT OF POLICY – END CUSTOMER NAME – ORIGINAL PO – DATE SUBMITTED (MM/DD/YYYY) – CUSTOMER REFERENCE/PROJECT NUMBER”
 - b) Any request incorrectly named may result in the request being delayed
 - c) Customer reference would be needed only if applicable.
 - d) Project number will be required for a project return.

12.2 Communications & Status updates

The OOP request form can be completed by the end customer, channel partner or distributor but all requests must be sent to the out of policy mail box by the Avaya Channel Account Manager who manages the Distributor or Tier 1 Partner.

(This action serves as the Avaya Channel Account Manager’s acknowledgement that the claim is justified)

On receipt of the request a reference number will be issued back to the requestor. Further status will be communicated back to the requestor by the out of policy team.

- **Distributors & Tier 1 Partners**
 - a) The returning product was originally purchased by a Distributor or Tier 1 Partner.
 - b) The request must be reviewed and submitted by the Avaya Channel Account Manager who manages the Distributor or Tier 1 Partner.
- **Tier 2 Partners**
 - a) Tier 2 Partners must make a request through their Distributor.
 - b) The request must be reviewed and submitted by the Avaya Channel Account Manager who manages the Distributor or Tier 1 Partner.
- **Projects**
 - a) The form can be completed by the end customer
 - b) The request must be reviewed and submitted by the Avaya Account Manager.

All claims will be reviewed and approval will be based on the Avaya schedule of authorizations with the appropriate Management level.

- The request will be approved or denied
 - 12.2.1 The approval will be sent to the necessary internal Avaya team for RMA or credit issuance
 - 12.2.2 The requestor and Avaya account manager will be notified of the final decision

12.3 Required information:

OOP form must contain all relevant information. Claim forms submitted without the appropriate information may be delayed and/or rejected.

- Claims must have the Avaya Channel Account Manager (CAM) or Distributor Account Manager (DAM) attached to the claim form prior to submitting the request.
- Claims relating to License Keys must include associated Feature Key serial #'s (SME).
- Technical claims resulting from Avaya product defects or service deficiencies must include trouble ticket #'s.
- All claims must include copy of the Distributor's invoice to the Reseller and a valid SAP order #.

12.4 Types of claims that are considered (not limited to list below):

- Avaya configured solutions that do not properly operate in customer's environment
- Full system removal – requesting credit for return due to technical issues not being resolved.
- Other exceptions considered on a case by case basis including returns with a restocking fee

12.5 Types of claims that would not typically be considered (not limited to list below):

- Request for credit for lost or stolen Feature Key (SME).
- Request to return equipment that was improperly sold without Avaya involvement or recommendation.
- Using Avaya equipment in a manner inconsistent with our documentation.
- The only time that maintenance will go through the OOP process is with the license return. Maintenance credits independent of license returns are pursued by the Business Partner to the Distributor as that is where the contractual relationship exists. The Distributor will respond as is appropriate to the BP and the Distributor, as described in the Avaya Maintenance Termination Policy, will then request cancellation and credits from Avaya.
- ITEMS MISSING FROM ORDERS - They need to open a dispute with the OEFC to review. The order team will then review the situation and confirm the shortage and send the replacements or advise what happened. In either case – the Out-of-Policy return process is not the correct mechanism to address since nothing is being returned. Approval through OOP would not help this situation and meet the request to have additional parts shipped.

13) Escalation Process

13.1 The Global Support Services (GSS) Management Escalation Activity (MEA) Process

The GSS MEA process provides a means to engage our management team to help manage your open service request issue with the appropriate technical resources and the proper sense of urgency.

13.2 Global Provisioning Escalation Path

If you have not received confirmation that your RMA is being processed for a particular provisioning claim submission within 48 hours, please escalate your claim to Michael Hyland, Avaya Account Sr. Manager, Delivery Services with On Process Technologies, at mhyland@onprocess.com or call him at (508) 520-2711 ext 1220.

If you have not received confirmation that your RMA is being processed for the same provisioning claim submission within 24 hours of contacting Patrick Kelly, please escalate your claim to Eve Limon, Global Reverse Logistics Operations Manager, at elimon@avaya.com or call her at +1 (720) 887-6829.

If it has been 24 hours since you have escalated the same provisioning claim to Eve Limon and you have not received confirmation that the return is being processed, please escalate your claim to Hamish Clarke, Global Reverse Logistics Strategic Manager, at hclarke@avaya.com or call him at +1(908) 953-2077.

Global Service Parts Escalation – Severity 1, 2 (Major Outages)			
Last Upd: 3-Jun-13			
First ⌚ 15 min 🕒 15 min	Second ⌚ 15 min	Third ⌚ 30 min 🕒 1 hr	Fourth ⌚ 30 min
⌚ = Response Interval 🕒 = Total Time Lapsed from 1st call			
1st Point of Contact	2nd Point of Contact	3rd Point of Contact	4th Point of Contact
US	US	US	US
Services Operation Suppor Center (SOSC) 1-800-222-1538	All Regions Keith Arel - Office 303-538-7097 Avaya out of hours escalation hotline Service Operations Support Center (SOSC) 1-800-222-1538	Services Supply Chain Planning Julie Bennett Office - 303-538-8567 Mobile 720-371-9643	Services Supply Chain Planning Jackie Johnson Office 303-538-3054 Mobile 720-371-9318 Director - Services Supply Chain Paul Ware Office 919-425-8710 Mobile 512-704-5030
EMEA - Europe Middle East Africa	EMEA - Europe Middle East Africa	EMEA - Europe Middle East Africa	EMEA - Europe Middle East Africa
Logistics Customer Service Centre Office Hours + 49 6074 6900 106 AVAYA-RSC@geis-group.de Logistics Out of Hours + 49 1636 944405 Bereitschaft.dit@geis-group.de	Field Liasion Bob Sharpe - Office +44 (0) 1483308321 Mobile +44 (0)7721 757475 Avaya out of hours escalation Tel +44 1483 308188 - leave a Voice Msg Expected response time to your msg 15mins	Regional Manager Jozef Thys Office 32 2 777 7880 Or Mobile 32 495 59 7115	Director - Services Supply Chain Paul Ware Office 919-425-8710 Mobile 512-704-5030
CALA - Caribbean and Latin America	CALA - Caribbean and Latin America	CALA - Caribbean and Latin America	CALA - Caribbean and Latin America
RED CALA (Mexico, Northern Cone, Caribbean, Southern Cone) Email: rmaescalacion@avaya.com Brazil - Gisele Santos Office +55 115 185 6638 or Mobile +55 119 364 7412	RED Mexico - Elvia Bautista Office +52 555 278 7875 or Mobile +52 555 435 9843 Northern Cone & Caribbean - Arnold Rios Office +57-1-616-6077 x 3511 or Mobile +573-15-359-6006 Southern Cone - Jose Masuco Office +54 114 118 4920 or Mobile +54 911 2160 0676 Brazil - Alexandre Takeda Office +55 115 185 6283 or Mobile +55 119 320 6553	Regional Manager Luciano Ariel Pisano Office +541181144906 Mobile +54911-5810-7450	Services Supply Chain Planning Jackie Johnson Office 303-538-3054 Mobile 720-371-9318 Director - Services Supply Chain Paul Ware Office 919-425-8710 Mobile 512-704-5030
BLUE CALA - Ruben Rougouski Office +54 11 41184984 or Mobile +54 9 11 32881049	BLUE CALA - Maria Massoco Office +54 11 41185664 or Mobile +54 9 11 33038941		
CANADA	CANADA	CANADA	CANADA
Dana Clenney Office - 405-302-9955 Out of Office Hours Choice at 1-800-593-2108, Option 1, Option 1	Julie Bennett Office - 303-538-8567 or Mobile 720-371-9643 Out of Office Hours Same as above	Keith Arel Office 303-538-7097 Mobile 720-560-8640 Out of Office Hours Same as above	Services Supply Chain Planning Jackie Johnson Office 303-538-3054 Mobile 303-396-4135
AP - Asia Pacific	AP - Asia Pacific	AP - Asia Pacific	AP - Asia Pacific
Call center No. - Hot Line: +65-68728717 Contact - Ken Domingo (APAC Business Hours)	Service Desk - Derek Gao Hotline - +800-9828982	Regional Manager/ Office Number Pranav Padhge Office +91 20-4101-8450	Director - Services Supply Chain Paul Ware Office 919-425-8710 Mobile 512-704-5030
Out of Office Hours Contact - Pete Abiera/Xavier Allingag	Field Liasion Apoorva Petwe Office +91 20 4101-8295		

13.3 Global Maintenance Escalation Path

13.4 Avaya Global Support Services Directory

The Avaya Global Support Services Directory including contact information based on your country can be found from the following link:

[Avaya Support - Contact](#)

This Management Escalation Process can be found at:

[Avaya Support - Escalation Process](#)

14) Packaging Returns

14.1 Overview

This procedure provides the necessary instructions on packaging and shipping all types of RMA returns. It applies to all “Red” Avaya and all “Blue” Enterprise (NES) returns.

Preparing the Package

- Use original packaging or the DOA Replacement product’s packaging when possible.
- All material returned to Avaya must have a valid RMA and be clearly identified on shipment.
- Excess/non-compliant material received on an RMA will not be returned.
- It is essential that you verify the line item data:
 - Avaya Part Number and Quantity Approved for Return on the returned RMA Request Form to insure that the material list matches your request.
 - RMA Labeling Requirements:
 - If the RMA Request Form does not match your request then STOP; do not return any product. Contact your Regional Avaya RMA Specialist for resolution.
 - Populate the field labeled “QTY Returned” with the actual quantity being returned.
 - **The RMA must be clearly displayed on the outside of the package.**
 - One RMA label must be used for each box/pallet returned.
- Return all products listed on the RMA in the same shipment.
- Ensure items on the RMA label match items physically being returned.

14.2 RMA Expiration Date

Equipment must be received at the designated Avaya warehouse no later than 30 days after the Terms & Conditions and RMA Request Form has been provided.

- All RMAs are valid for 30 calendar days from date of issuance unless Customer/Distributor has made extension arrangements with their regional RMA processing team or their distributor.

Material received on a cancelled RMA may be returned to Distributor/Partner/Customer at their expense with a written explanation.

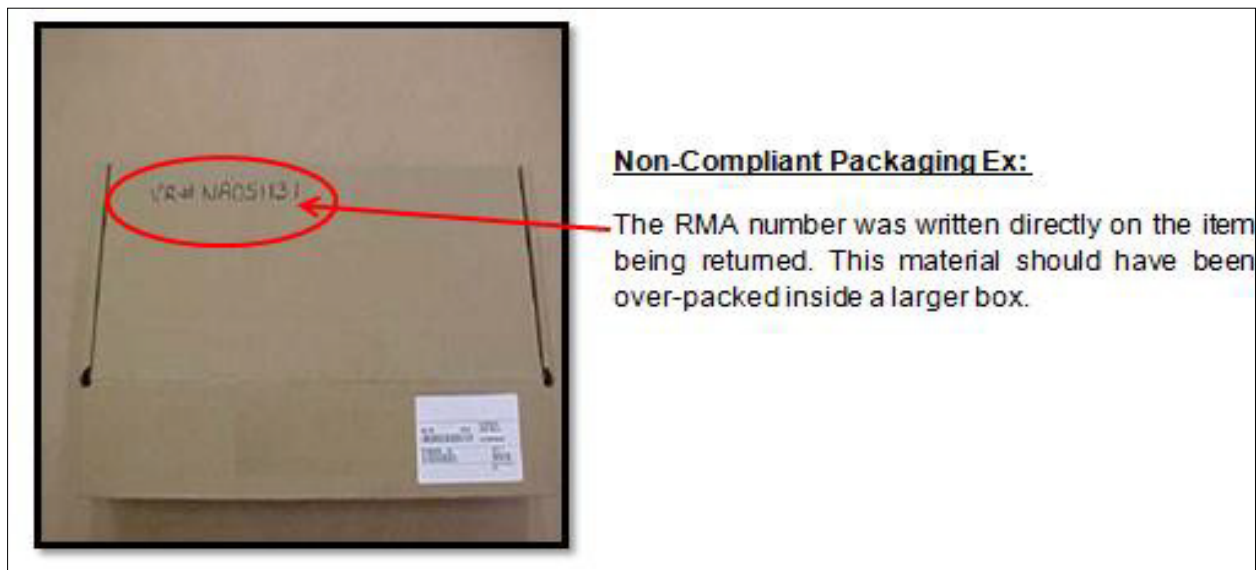
14.3 Non-Compliant RMA’s

1. Any returned product not listed on the Approved RMA Request Form:
 - Requires a new RMA request submitted to support the additional product.

- Avaya will not accept or credit any overage/discrepancy of product that is returned and is not approved on your RMA Request Form.
- Any product that is returned with Partner and/or End user labeling and markings requiring re-packaging by Avaya may be rejected and returned to sender.
- Multiple shipments could compromise “Successful Receipt” and credit against the RMA
- “Successful Receipt” of an RMA will initiate the credit process.

14.4 Examples of “Compliant/Non-Compliant” Returns

The following pages of pictures provide examples of both compliant and non-compliant material returns and compliant labeling examples.



Non-Compliant Packaging Ex:

This box contains partner labeling. Partner labeling on boxes could result in rejection of return.





I

Non-Conforming Packages/Material:

This material was improperly packaged compromising the integrity of the units.

Non-Conforming Packages/Material:

This carton has been crushed on the top panel. The resulting damage is presumed to have compromised the internal contents.





Non-Conforming Packages/Material:

This material was improperly packaged and the shipping carton has been damaged.

Non-Conforming Packages/Material:

This carton has been crushed on the ends with the internal contents compromised.



Compliant Packaging
Example:

Equipment was properly packaged so as to support the contents.



Compliant Packaging
Example:

Equipment was properly packaged so as to support the contents

"Preferred Method"

This carton has been properly labeled with the RMA label inserted in attached package envelope on the over-pack box which contains the material in its original packaging (or stretch wrapped boxes on a pallet).



"Alternative Method"

This RMA label has been properly attached directly to the over-packed box which contains the material in its original packaging.

15) Regional Contact Information

Region	Claim Type	Contact	Phone	Email	Website
APAC	Dead on Arrival (DOA)	On Process Technologies	(+65) 6874-3403	avayaapaccrlt@onprocess.com	
	Discrepancy Claims	On Process Technologies	(+65) 6874-3403	avayaapaccrlt@onprocess.com	
	In-Warranty Claims	APAC RMA Desk	(+65) 6643-2592	aprma@avaya.com	
	Out of Warranty Claims	International Service Desk	See Support Directory at support.avaya.com		Submit Service Request at support.avaya.com
EMEA	Dead on Arrival (DOA)	On Process Technologies	(+49) 697-505-6566	avayaemearlt@onprocess.com	
	Discrepancy Claims	On Process Technologies	(+49) 697-505-6566	avayaemearlt@onprocess.com	
	In-Warranty Claims (w/no Service Agreement)	Geis Logistics			avayaportal.geis-group.de
	Out of Warranty Claims (w/or w/out Service Agreement)	International Service Desk			Submit Service Request at support.avaya.com
North America	Dead on Arrival (DOA)	On Process Technologies	(+1) 877-316-9972	avayadistributor@onprocess.com	
	Discrepancy Claims	On Process Technologies	(+1) 877-316-9972	avayadistributor@onprocess.com	
	In-Warranty Claims & Claims covered by Service Agreements	Service Desk			Submit Service Request at support.avaya.com
	Out of Warranty Claims (w/no Service Agreement)	CTDI	(+1) 855-403-2843	avayared@ctdi.com	
Mexico	Direct & Scone	Avaya Order Mgmt		vclopez@avaya.com	
	Indirect	Avaya Order Mgmt		ibvillanueva@avaya.com	
	Red Uno/UNINET	Avaya Order Mgmt		lauraedc@avaya.com	
	In-Warranty Claims	Service Desk		partscala@avaya.com	
	Same For Same	CTDI		avayared@ctdi.com	
Argentina	Provisioning Claims	Avaya Order Mgmt		perezdavila@avaya.com	
	In-Warranty Claims	Service Desk		partscala@avaya.com	
	Same For Same	CTDI		avayared@ctdi.com	
Colombia	Provisioning Claims	Avaya Order Mgmt		jar6@avaya.com	
	In-Warranty Claims	Service Desk		partscala@avaya.com	
	Same For Same	CTDI		avayared@ctdi.com	
Brazil	Provisioning Claims	Avaya Order Mgmt		rmartins@avaya.com	
	In-Warranty Claims	Service Desk		partscala@avaya.com	
	Same For Same	CTDI		avayared@ctdi.com	

16) **Definitions**

Channel Partner

A company authorized by Avaya, including without limitation Reseller, to purchase or license Avaya products or services and to resell them as so authorized.

DDU (Delivered Duty Unpaid)

This arrangement is basically the same as with DDP, except for the fact that the buyer is responsible for the duty, fees and taxes.

DAP (Delivered At Place)

DAP terms tend to be used in intermodal or courier-type shipments. Whereby, the shipper/seller is responsible for dealing with all the tasks involved in moving goods from the manufacturing plant to the buyer/consignee's door. It is the shipper/seller's responsibility to insure the goods and absorb all costs and risks including the payment of duty and fees.

Dead on Arrival (DOA)

Dead on Arrival (DOA) is used to describe products that are found to be defective at time of installation. The DOA must be identified within 90 calendar days after shipment to the end-user customer. Defects may include “not working as designed” or “not fit for service” or “cosmetic damage”. Carrier damage may not be claimed as a DOA. Avaya will use the term DOA in all documentation to refer to these types of failures. Defective equipment identified beyond 90 calendar days will be handled under Warranty and Repair. Carrier damage may not be claimed as a DOA and should be processed as a Claim.

Direct Partner

"Direct Partner" means, as the context requires, either the named Direct Partner signing the Agreement or the appropriate Direct Partner Affiliate.

Distributor

A distributor authorized by Avaya to purchase and resell Products and Services to Channel Partners.

End User

An End User is a Direct Customer or an entity that purchases product or services from a Business Partner or Distributor for their own usage.

Heritage Nortel Enterprise Solutions (hNES) “Blue”

“Blue” refers to all hNES products that are sold or covered by Avaya Policies and Procedures.

Material Classification

- Class A material is new product with the outer packaging intact and the factory seal unbroken. Class A material is associated with Provisioning.
- Class B material is refurbished product.
- Class C material is defective product.

On Process Technology

On Process Technology (OPT) is the business partner responsible for handling a majority of Avaya’s provisioning claims (0-90 days) as well as conducting asset recovery for parts outstanding at a customer’s site, with a technician, or otherwise. Contact information

for On Process Technologies regional claims centers is located in the regional contact section of this document.

Order Management (OM)

The Order management team is the customer service organization responsible for organizing, tracking and satisfying purchase orders for products or services. In addition, order management includes the systems that accept and fill orders placed by customers.

Product Correction Notice (PCN)

“PCN” refers to the notices sent to Customers/Distributors that provide guidance as to how product non-conformance issues will be addressed by Avaya product houses.

Repair & Return (R&R)

For Standard Warranty or repair and return contracts, the customer returns the product to Avaya for repair/replace support. Cycle can take up to 10 days to repair after receipt of the product. Unit is returned to customer.

Returns Authorization Number (RMA)

“RMA” means an authorized Avaya return order number that is issued for return requests meeting all policy conditions.

Reseller

“Reseller” means a company authorized by Avaya to purchase or license Products or Services from an authorized distributor and resell them directly to End Users.

Successful Receipt

Successful Receipt is returned material received at Avaya that meets the following criteria:

- Material returned to the location identified on the label provided with the RMA number
- Avaya confirms that the product returned exactly matches material and quantity identified on the RMA request
- Returned material meets Class definition for the type of request. (Class A/Class C)
- RMA material is received at Avaya within the allowable interval (<30 days from RMA assignment)

Same Unit Repair (SUR)

“SUR” typically supports out of Warranty repair where the customer returns the product for repair. If not repairable, it is returned.

17) Reference Documentation and Forms for Submission

- 17.1 Direct Channel Integrated Provisioning RMA Form
- 17.2 In-Direct Channel Integrated Provisioning RMA Form
- 17.3 Partner Integrated Provisioning RMA Form
- 17.4 Out of Policy Return Request Form
- 17.5 Same for Same Repair Form
- 17.6 Return to Factory Form
- 17.7 Out of Warranty Same Unit Repair Form