

LIMITED WARRANTY FOR REALSENSE PRODUCTS

Qualifying Intel Products (the “Product” or “Products”):	All Intel® RealSense™ hardware products, including but not limited to: Depth Cameras, Depth Camera Modules, LiDAR Cameras, Tracking Cameras, and Tracking Modules
---	---

If you are a consumer located outside of the US, certain limitations and exclusions in this Limited Warranty may not apply to you.

Hardware Warranty. Subject to the exclusions and limitations contained herein, Intel warrants to the original purchaser of an Intel® RealSense™ Product in its original sealed packaging (“Original Purchaser”), as follows: the Product will materially conform to Intel’s publicly available specifications, and if the Product is properly used and installed, it will be free from material defects in material and workmanship for one (1) calendar year from the purchase date of the Product in its original sealed packaging (“Warranty Period”). This warranty will apply unless Intel provides a different warranty in or on the Product packaging. Notwithstanding the Warranty Period above, for Products that have been discontinued, this limited warranty is valid no longer than 18 calendar months from a publicly documented Last Product Discontinuance Shipment Date in a Product Change Notification (PCN). To learn whether a Product has been discontinued or obtain a copy of PCNs for a Product, please contact your Intel representative or access ark.intel.com.

Software. SOFTWARE OF ANY KIND DELIVERED WITH OR AS PART OF THE PRODUCT IS EXPRESSLY PROVIDED “AS IS” UNLESS SPECIFICALLY PROVIDED FOR OTHERWISE IN ANY SOFTWARE LICENSE ACCOMPANYING THE SOFTWARE.

Warranty Remedies. If you make a valid warranty claim during the Warranty Period, Intel will, at its option, within a reasonable period of Intel’s receipt of the defective Product:

REPAIR the Product; OR

REPLACE the Product with a new or reconditioned Product of equal or better functionality; OR

REFUND OR CREDIT to you the lower of the Product’s published list price on <https://store.intelrealsense.com/>, (i) at the time of the warranty claim, or (ii) at the time of purchase.

To receive the benefit of these remedies: (i) you must follow Intel’s return instructions (as detailed herein) to return the hardware to Intel’s service facility at your risk and expense; (ii) you must provide a written explanation of the non-compliance with the warranty; (iii) Intel must be satisfied that the claimed non-compliance exists; and (iv) Intel must not have excluded the defect as “errata.” Returned units of hardware that are not defective, that are not subject to warranty coverage as described in this Limited Warranty, or that contain missing or damaged parts, will be returned to you at your sole expense, without credit, repair or replacement.

This Limited Warranty, and any implied warranties that may exist under applicable law, extend only to the Original Purchaser and last only for as long as the Original Purchaser continues to own the Product. This Limited Warranty is not transferrable to subsequent purchasers of the Product or to purchasers of a separate technology system that contains the Product.

WARRANTY LIMITATIONS

Intel does not warrant that the Product, whether purchased stand-alone or integrated with other products, including without limitation semiconductor components, will be: failsafe; work without interruption or error; or be free from design defects or errors, designated by Intel as “errata”, including “errata” that may cause the Product (or any firmware embedded in the Product) to deviate from published specifications. Intel may designate “errata” in its sole discretion, including after Product delivery or after your making of a warranty claim. Contact Intel for information on current characterized errata.

Notwithstanding the Hardware warranty described above, this Limited Warranty does **NOT** cover:

- normal wear and tear due to use of the Product;
- accessories, parts or software added to the Product after the system is shipped from Intel;
- any costs associated with the replacement or repair of the Product, including labor, installation or other costs incurred by you, and in particular, any costs relating to the removal or replacement of any Product soldered or otherwise permanently affixed to any printed circuit board or integrated with other products;
- damage to the Product, defective conditions, or non-conformities due to: (1) external causes, including accident, problems with electrical power, abnormal conditions (such as mechanical or environmental); (2) usage not in accordance with Product instructions; (3) misuse, neglect, alteration, repair; (4) improper installation, testing, maintenance, or calibration; (5) operation outside environmental specifications; (6) Non-Intel supplied software or hardware; or (7) failure to apply Intel-supplied modifications or corrections;
- any malfunctions or other errors in the Product caused by any third-party virus, infection, worm or similar malicious code;
- that the Product will protect against all possible security threats, including intentional misconduct by third parties;
- any Product which has been modified or operated outside of Intel’s publicly available specifications, including where clock frequencies or voltages have been altered, or where the original identification markings have been removed, altered or obliterated. Intel assumes no responsibility that the Product, including if used with altered clock frequencies or voltages, will be fit for any particular purpose and will not cause any damage or injury.

Other Limitations:

- Products purchased from Intel Resale Corporation are sold “as is” to second-source resellers, and as such carry no retail warranty from Intel and are not covered by this Limited Warranty. Your supply chain partner or other downstream sellers (resellers or retailers) may offer warranty services that are not supported by Intel.
- Any fraudulent activity regarding the request for warranty services from Intel will nullify your warranty claim, and void all rights you may have under this Limited Warranty. Intel reserves the right to contact law enforcement regarding fraudulent activity.
- Intel retains the right to retain any fraudulent, counterfeit, or remarked product sent to Intel for warranty service to prevent such items from being released into the stream of commerce.

- Intel non-production products (e.g., engineering or qualification samples) are the property of Intel Corporation and carry no retail warranty and are not covered by this Limited Warranty. Intel retains the right to retain Intel non-production products sent to Intel for warranty service to prevent such items from being released into the stream of commerce.
- From time to time, Intel loans products for marketing and sales purposes. These loaned products do not carry a retail warranty and are not covered by this Limited Warranty. Any warranty services may be provided by the Intel teams making the loan. Intel retains the right to retain Intel loaned products sent to Intel for warranty service to prevent such items from being released into the stream of commerce.

INSTRUCTIONS FOR MAKING A WARRANTY CLAIM

You may contact your place of purchase or you may contact Intel by calling an Intel Customer Support (ICS) center during business hours. You must provide (1) your contact details; (2) proof of purchase, and if purchased from a third-party, the details of such purchase (required); (3) model name and Product identification number; (4) an explanation of the problem and (5) more information if necessary. If ICS confirms that the Product is eligible for warranty service, you will receive a Return Material Authorization (RMA) number and instructions for returning the Product. Any replacement Product issued by Intel will be warranted under the terms contained in this Limited Warranty, including its exclusions, except that the term of the warranty will be whichever of the following two periods is longer: (1) 90 days, beginning on the date of shipment of the repaired or replaced Product to you, or (2) the remainder of the warranty period for the returned Product plus an additional period equal to the number of days between when you notify ICS of the need for warranty service and when you received the repaired or replaced Product.

INDEMNITY FOR SAFETY-CRITICAL USES OF PRODUCTS

Unless otherwise expressly agreed in writing by Intel, Products are not designed or intended for any application in which the failure of the Product could result in personal injury or death. You will indemnify, defend and hold harmless Intel, its directors, officers, employees, suppliers and subcontractors, against all claims, costs, damages and expenses (including reasonable attorneys' fees and costs) arising, directly or indirectly, out of any claim of product liability, personal injury or death when associated with such unintended use of any Product, notwithstanding any claim that Intel, or its suppliers or subcontractors were negligent regarding the design or manufacture of the Product or any part of the Product.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES FOR AND REPRESENTATIONS ABOUT THE PRODUCT. INTEL DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE LIMITED IN DURATION TO THE PERIOD OF THE LIMITED WARRANTY. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, AND LIMITATIONS ON THEIR DURATION, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY

INTEL'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTEL IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH A COMPUTER SYSTEM), EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR BY JURISDICTION. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) IS SPECIFICALLY EXCLUDED FROM AND WILL NOT APPLY TO THIS AGREEMENT. ANY DISPUTE ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY WILL BE ADJUDICATED IN THE FOLLOWING FORUMS AND GOVERNED BY THE FOLLOWING LAWS (EXCEPT FOR MAINLAND CHINA), WITHOUT REFERENCE TO CONFLICT OF LAWS PROVISIONS: FOR THE USA AND THE REST OF THE AMERICAS, THE EXCLUSIVE FORUM WILL BE THE COURTS OF THE STATE OF DELAWARE, USA OR OF THE FEDERAL COURTS SITTING IN THAT STATE, AND THE APPLICABLE LAW WILL BE THAT OF THE STATE OF DELAWARE. FOR ASIA PACIFIC, THE EXCLUSIVE FORUM WILL BE SINGAPORE AND THE APPLICABLE LAW WILL BE THAT OF SINGAPORE. FOR JAPAN, THE EXCLUSIVE FORUM WILL BE TOKYO AND THE APPLICABLE WILL BE THAT OF JAPAN. FOR EUROPE AND THE REST OF THE WORLD, THE EXCLUSIVE FORUM WILL BE LONDON AND THE APPLICABLE LAW WILL BE THAT OF ENGLAND AND WALES. IF ANY TRANSLATED VERSION OF THIS LIMITED WARRANTY CONFLICTS WITH THIS ENGLISH VERSION, THE ENGLISH VERSION WILL CONTROL (EXCEPT FOR THE SIMPLIFIED CHINESE VERSION).