

## Intel® NUC Elements Limited Warranty for Intel Resellers

This Limited Warranty is provided by:

Intel Semiconductor (US) Limited

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18 Harbour Road,

Wanchai, Hong Kong

Office: 852 2844 4555

Customer Support (Australia): <https://www.intel.com/support/APAC-contact>

Subject to the exclusions and limitations contained herein, Intel warrants to the purchaser of the Product (defined herein as the Intel® NUC Elements) contained in this box and all of its various components and Intel supplied accessories, in its original sealed packaging (“Original Purchaser”) as follows: if the Product is properly used and/or installed, it will be free from defects in material and workmanship and will substantially conform to Intel's publicly available specifications for a period of three (3) years beginning on the date the Product or Intel supplied accessories were purchased in its original sealed packaging.

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.

If the Product which is the subject of this Limited Warranty fails during the warranty period Intel, at its option, will:

- **REPAIR** the Product by means of hardware and/or software; OR
- **REPLACE** the Product with another product, OR, if Intel is unable to repair or replace the Product,
- **REFUND** the then-current value of the Product at the time a claim for warranty service is made to Intel under this Limited Warranty.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCIAL OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT.

### EXTENT OF LIMITED WARRANTY

Intel does not warrant that the Product, whether purchased stand-alone or integrated with other products, including without limitation semiconductor components, will be free from design defects or errors known as “errata”. Current characterized errata can be found at this link:

<http://www.intel.com/NUCElementsSupport>

Damage due to shipping the Products to you is covered under this Limited Warranty. Further, this Limited Warranty does NOT cover:

- Accessories or parts 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;
- Errors resulting from incorporation or combination of the Product into or with any other product, service, or system;
- 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;
- Damage to the Product 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 or improper testing; (5) operation outside environmental specifications, (6) Non-Intel supplied software or hardware;
- Any Product which has been modified or operated outside of Intel's publicly available specifications at <http://www.intel.com/NUCElementsSupport>; or
- Where the original Product identification markings (trademark or serial number) have been removed, altered or obliterated from the Product.

## **HOW TO OBTAIN WARRANTY SERVICE**

To obtain warranty service for the Product, you may contact your original place of purchase in accordance with its instructions or you may contact Intel.

To determine if your Product is under warranty please use this link: <https://supporttickets.intel.com/warrantyinfo>

To request warranty service from Intel, you must contact the Intel Customer Support ("ICS") center in your region within the warranty period during normal business hours (local time), excluding holidays and return the Product and all of its various components to the designated ICS center. The Product must be returned as originally purchased. Please be prepared to provide: (1) your name, mailing address, email address, telephone number (2) proof of purchase; (3) model name and Product identification number found on the Product; and (4) an explanation of the problem. ICS may need additional information from you depending on the nature of the problem.

Upon ICS's verification that the Product is eligible for warranty service, you will be issued a Return Material Authorization ("RMA") number and provided with instructions for returning the Product to the designated ICS center. When you return the Product to the ICS center, you must include the RMA number on the outside of the package. Intel will not accept any returned Product without an RMA number, or that has an invalid RMA number on the package. You must deliver the returned Product to the designated ICS center in the original or equivalent packaging, with shipping charges pre-paid. You assume the risk of damage or loss during shipment.

Freight charges and/or handling fees may apply if the Product for which you are requesting warranty services was not sold via authorized distribution in your country/region, or if upon Intel's inspection of the Product, it was determined that the Product is excluded from warranty under the Extent of Limited Warranty terms above.

Intel may elect to repair or replace the Product with either a new or reconditioned Product or components, as Intel deems appropriate. The repaired or replaced Product will be shipped to you at the expense of Intel within a reasonable period of time after receipt of the returned Product by ICS. The returned Product shall become Intel's property on receipt by ICS. ICS may recover the originally configured operation system bundled with the Product. The replacement Product is warranted under the terms of this Limited Warranty and is subject to the same Warranty Limitations and Exclusions for ninety (90) days, or the remainder of the original warranty period, whichever is longer.

## **CUSTOMER RESPONSIBILITY**

Before returning any Product which stores data, be sure to back up your data and remove any confidential, proprietary, or personal information and removable media from the Product. Intel accepts

no responsibility for any of your confidential, proprietary or personal information. You may not receive back the original hardware that is returned with the Product.

### **WARRANTY LIMITATIONS AND EXCLUSIONS**

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND INTEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. THIS DISCLAIMER DOES NOT APPLY TO GUARANTEES PROVIDED UNDER THE AUSTRALIAN CONSUMER LAW. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

### **LIMITATIONS OF LIABILITY**

INTEL'S RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS LIMITED 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 THIS LIMITED WARRANTY OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, 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 SYSTEM CONTAINING THE PRODUCT), EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT APPLY TO GUARANTEES PROVIDED UNDER THE AUSTRALIAN CONSUMER LAW.

ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE LAWS OF SINGAPORE AND ADJUDICATED IN A COURT OF COMPETENT JURISDICTION LOCATED IN SINGAPORE.

### **AUSTRALIAN CONSUMER LAW**

OUR GOODS COME WITH GUARANTEES WHICH CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

THE BENEFITS GIVEN TO YOU UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES YOU HAVE UNDER THE AUSTRALIAN CONSUMER LAW AND OTHER LAWS.