

Limited Warranty for Intel® Dual Band Wireless-AC 8265 Desktop Kit

The following Limited Warranty applies only to the Product as defined below. If you have purchased this Product under Intel's Standard Terms and Conditions of Sale ("Agreement"), this Limited Warranty supersedes any conflicting warranty terms in that Agreement.

Intel warrants to the purchaser of this Intel® Dual Band Wireless-AC 8265 Desktop Kit (the "Product") in its original sealed packaging ("Original Purchaser") and to the original purchaser of the Product as follows: the Product will substantially conform to Intel's publicly available specifications, and if the Product is properly used, it will not stop working because of defects in material and manufacture for three (3) years from the purchase date of the Product in its original sealed packaging. If the Product fails to conform to the above warranty during the warranty period, Intel, at its option, will:

REPAIR the Product; **OR**

REPLACE it with a new or reconditioned Product; **OR,**

REFUND its value at the time of the warranty claim.

This will be the exclusive remedy for any breach of warranty. 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.

WHAT THIS LIMITED WARRANTY DOES NOT COVER:

- design defects or errors in the Product (Errata). Contact Intel for information on characterized errata;
- damage to the Product, or errors or malfunctions in the Product, due to accident, abnormal electrical, mechanical or environmental conditions, use contrary to product instructions, misuse, neglect, alteration, mishandling, repair, improper installation or testing, combinations with incompatible products, loss of data or 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 Product specifications, application and methods of use have been altered, or where the original Product labelling and identification markings have been removed, altered or obliterated. Intel assumes no responsibility that the Product will be fit for any particular purpose and will not cause any damage or injury;
- any Product where the protected partitions have been modified;
- software products which have been provided with the Product by Intel or installed after purchase;
- any third-party products which have been included with the Product.

HOW TO OBTAIN WARRANTY SERVICE

You may contact your place of purchase or you may contact Intel by calling an Intel Customer Support (ICS) center during business hours. You will be asked for (1) your contact details; (2) proof of purchase; (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.

Intel will ship to you, at its expense, the repaired or replaced Product within a reasonable period upon receipt of the returned Product. The replacement product 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.

PERSONAL INFORMATION

Intel may collect personal information from you in connection with your request to receive warranty service from Intel or its service providers. You consent to the use of your personal information for this limited purpose that may include service providers and Intel locations outside of your country or jurisdiction. Please review Intel's Privacy Policy at

<https://www.intel.com/content/www/us/en/privacy/intel-privacy-notice.html>

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 the Product), even if Intel has been advised of the possibility of these damages. The limitations above apply to Intel and third parties who resell the Product in your country

or jurisdiction. Some countries, states, provinces, 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, to the extent permitted under local laws, the forum will be Singapore and Singapore law will be the applicable. For Japan, the exclusive forum will be Tokyo and the applicable law 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).