

## LIMITED WARRANTY

### This Limited Warranty is provided by:

Intel Semiconductor (US) LLC

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18 Harbour Road,

Wanchai, Hong Kong

Office: 852 2844 4555

Customer Support (Australia): 1800 649 931

If you are a consumer located outside of the US, certain limitations and exclusions in this Limited Warranty may not apply to you; please read: <http://www.intel.com/support/processors/sb/CS-009862.htm>

Intel warrants to the purchaser of this Intel® processor and its thermal solution (the "Product") in its original sealed packaging ("Original Purchaser") and to the original purchaser of a computer system built by an Original Purchaser containing the Product ("Original System Customer") as follows: the Product will substantially conform to Intel's publicly available specifications, and if the Product is properly used and installed, it will not stop working because of defects in material and manufacture for 1 year from the purchase date of (1) the Product in its original sealed packaging or (2) the computer system containing the Product ("Computer System"). 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 or the Original System Customer and last only for as long as the Original Purchaser or the Original System Customer 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.
- any costs associated with the repair or replacement of the Product, including costs of removal or replacement of the Product;
- 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 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; **OR**
- 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.

## 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.

### 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 Australia, the exclusive forum will be Australia and the applicable law will be that of Australia. 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).

## **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.**

## **ATTENTION: AUTHORIZED USE OF INTEL® LOGO**

Intel grants you a limited, non-exclusive permission to affix the logo label, found on the back of the warranty booklet enclosed with your product, to a single computer device incorporating the Intel processor shipped with the label. Use of the logo label for any other purpose is unauthorized and infringes Intel's trademark rights. Intel reserves the right to ask you to stop using the logo label if the processor has been materially altered or if the system does not meet the quality and performance standards customary in the industry. Other license terms may apply.