
Limited Warranty for Intel® Server Solutions

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

Intel warrants to the purchaser of the node, chassis, processor, adapter, solid state drive, memory, and accessories (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: during the following applicable warranty period (the "Warranty Period"), 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

- 3 years for node, chassis, processor, adapter, memory, and accessories
- 5 years for Intel® Solid State Drives

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:

- **REPLACE** the component with similar component (including tray and boxed processors and memory), or
- **REFUND** the then-current value of the component if no replacement is possible

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 subject to the Warranty Period stated above.

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 any operational expenses or 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;
- 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 and the required information stated above. 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 Warranty 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.