

## **INTEL® DATA CENTER GPU LIMITED WARRANTY**

Subject to the exclusions and limitations contained herein, Intel warrants to the purchaser of this Intel® Data Center GPU (the “Product”) in its original sealed packaging (“Original Purchaser”) as follows: the Product will materially conform to Intel’s publicly available specifications at the time of purchase, and if the Product is properly used and installed, it will be free from material defects in material and workmanship for 3 years from the purchase date of the Product in its original sealed packaging (collectively, the “Limited Warranty”).

**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 fails to conform to the above Limited Warranty during the warranty period, Intel, at its option, will:

**REPAIR** the Product;

**REPLACE** it with a new or reconditioned Product of equal or better functionality;

**OR, REFUND** the then current value of the Product at the time a claim for warranty service is made to Intel under the Limited Warranty.

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

**The Limited Warranty extends only to the Original Purchaser and is not transferrable to subsequent purchasers of the Product. The Limited Warranty is not subject to assignment, transfer or pass-through to your direct or indirect customers and any attempted assignment or transfer is void.**

### **EXTENT OF THE LIMITED WARRANTY**

Intel does not warrant that the Product, whether purchased standalone 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 errata.

Intel does not give or enter into any condition, warranty, or other term to the effect that any Products will protect against all possible security threats, including intentional misconduct by third parties. Intel is not liable for any downtime or service interruption, for any lost or stolen data or systems, or for any other damages arising out of or relating to any such actions or intrusions or resulting from use of Products. Intel does not give or enter into any condition, warranty, or other term with respect to interoperability.

**The 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;
- any Product where the original identification markings have been removed, altered or obliterated; or
- any Product that has been modified or operated outside of Intel's publicly available specifications, including where clock frequencies or voltages have been altered with any Intel tools or through other means; Intel does not give or enter into any condition, warranty, or other terms to the effect that the Product, including if used with altered clock frequencies or voltages, (1) will be fit for any particular purpose, or (2) will not cause any damage or injury.

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## **HOW TO OBTAIN WARRANTY SERVICE**

To make a claim under the Limited Warranty, you must contact your vendor, or if you purchased directly from Intel, you must contact your dedicated customer relationship manager (“CRM”) center during business hours, and provide the following information: (1) your contact details; (2) proof of purchase; (3) model name and Product serial/identification number; (4) an explanation of the problem; and (5) any additional information if requested by Intel. If your CRM confirms that the Product is eligible for warranty service, you will receive a Return Material Authorization (RMA) number and instructions for returning the Product. If Intel chooses to repair or replace the returned 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 repaired or replaced Product will be warranted under the terms contained in the Limited Warranty, including its exclusions and limitations, except that the term of the warranty will be the longer of: (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 Intel of the need for warranty service and the date of shipment of the repaired or replaced Product.

## **WARRANTY DISCLAIMER**

**THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES FOR AND REPRESENTATIONS ABOUT THE PRODUCT. THE WARRANTIES, CONDITIONS, OTHER TERMS AND REMEDIES PROVIDED IN THE LIMITED WARRANTY ARE INSTEAD OF ANY OTHER WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, THOSE REGARDING MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY WARRANTY ARISING OUT OF ANY COURSE OF DEALING, USAGE OF TRADE, PROPOSAL, SPECIFICATION OR SAMPLE. INTEL DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ALL WARRANTIES PROVIDED IN THE LIMITED WARRANTY 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 THE LIMITED WARRANTY OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT**

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