

## Limited Warranty for Intel® Server Building Blocks

Subject to the exclusions and limitations contained herein, Intel warrants to the purchaser of the Products (defined herein as the Intel® Server Building Blocks and all of their various components but excluding stand-alone semiconductor component products (including but not limited to processors and chipsets) and software delivered with or as part of the Products) to be delivered hereunder, if properly used and installed, 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) year after the date the Product was purchased from an Intel authorized distributor. This limited warranty applies only when Product is used with an Intel® microprocessor, and does not apply to issues or defects arising from the use of components not validated by Intel for that Product. A listing of Intel-validated components by Product is available at <http://support.intel.com>. SOFTWARE OF ANY KIND DELIVERED WITH OR AS PART OF PRODUCTS 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 for reasons covered by this Limited Warranty, 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.

To receive the benefit of the foregoing warranty, (i) Buyer must follow Intel's return instructions; (ii) Buyer must promptly notify Intel in writing within the applicable warranty period that such Product is defective and must furnish an explanation of the deficiency; (iii) such Product must be returned to Intel's service facility at Buyer's risk and expense; and (iv) Intel must be satisfied that claimed deficiencies exist and were not caused by accident, misuse, neglect, alteration, repair, improper installation or improper testing.

If such Product is verified as defective under the terms of this limited warranty, transportation charges for the return of repaired or replacement Product to Buyer within the USA will be paid by Intel. For all other locations, the warranty excludes all costs of shipping, customs clearance and other related charges. Intel will have a reasonable time to make repairs or to replace Product or to refund the then-current value of the Product.

### **THIS LIMITED WARRANTY APPLIES ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT.**

#### **Extent of Limited Warranty**

Intel does not warrant that Products to be delivered hereunder, whether delivered stand-alone or integrated with other Products, including without limitation semi-conductor components, will be free from design defects or errors known as "errata." Current characterized errata are available upon request.

This limited warranty does NOT cover:

- 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; OR
- damages due to external causes, including accident, problems with electrical power, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR
- any Product which has been modified or operated outside of Intel's publicly available specifications or where the original product identification markings (trademark or serial number) has been removed, altered or obliterated from the Product.

#### **How to Obtain Warranty Service**

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

- Upon Intel’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 Intel service center. When you return the Product to the Intel service 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 Intel service center in the original or equivalent packaging, with shipping charges pre-paid, and 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 (a) the Product was not defective or (b) the damage to the Product is due to external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, remark, repair, improper installation, or improper testing. (For a definition of country/region, contact the Intel service center in your region or go to [www.intel.com/support](http://www.intel.com/support).)
- 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 within a reasonable period of time after receipt of the returned Product. If Intel elects to replace the Product, the returned Product shall become Intel’s property on receipt at the designated Intel return center. The repaired Product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer. If Intel replaces the Product, the Limited Warranty period for the replacement Product will not be extended.

#### **Warranty Limitations and Exclusions**

These warranties replace all other warranties, expressed or implied including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Intel makes no expressed warranties beyond those stated here. Intel disclaims all other warranties, expressed or implied including, without limitation, implied warranties of merchantability and fitness for a particular purpose. Some jurisdictions do not allow the exclusion of implied warranties so this limitation may not apply. All expressed and implied warranties are limited in duration to the limited warranty period. No warranties apply after that period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

#### **Intel’s Terms and Conditions of Sale Apply**

Except as amended hereunder, Intel’s standard terms and conditions of sale accompanying the Product shall apply to the Product.