

Limited Warranty for Intel® Server Building Blocks for Australia

This Limited Warranty is provided by:

Intel Semiconductor (US) Limited

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Customer Support (Australia): 1800 649 931

Subject to the exclusions and limitations contained herein, Intel warrants to the purchaser of the Product (defined herein as the Intel® Server Building Blocks contained in this box and all of its 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 Product) in its original sealed packaging (“Original Purchaser”) as follows: if the Product is properly used and installed, it 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) years beginning on the date the Product was purchased in its original sealed packaging. This Limited Warranty applies only when the Product is evaluated with an Intel microprocessor. 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 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.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT.

EXTENT OF LIMITED WARRANTY

Intel does not warrant that the Product, whether purchased 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. Further, 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
- damage to the Product 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, 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 the Product, you may contact your original place of purchase in accordance with its instructions or you may contact Intel.

To request warranty service from Intel, you must contact the Intel Customer Support (“ICS”) center in Australia within the warranty period during normal business hours (local time), excluding holidays and return the Product and all of its various components to the designated ICS center. (See above for information on how to contact ICS in Australia.) Please be prepared to provide: (1) your name, mailing address, email address, and telephone numbers; (2) proof of purchase; (3) model name and product identification number found on the Product; and (4) an explanation of the problem. The Customer Service Representative may need additional information from you depending on the nature of the problem.

Upon ICS’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 ICS center. When you return the Product to the ICS 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 ICS 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 ICS center in your region or go to 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 at the expense of Intel within a reasonable period of time after receipt of the returned Product by ICS. The returned Product shall become Intel’s property on receipt by ICS. The replacement 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 is not extended.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND INTEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. THIS DISCLAIMER DOES NOT APPLY TO GUARANTEES PROVIDED UNDER THE AUSTRALIAN CONSUMER LAW ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

LIMITATIONS OF LIABILITY

INTEL’S RESPONSIBILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF THIS LIMITED 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 THIS LIMITED WARRANTY OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT

NOT LIMITED TO, 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 SYSTEM CONTAINING THE PRODUCT), EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS DO NOT APPLY TO GUARANTEES PROVIDED UNDER THE AUSTRALIAN CONSUMER LAW

ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE LAWS OF SINGAPORE AND ADJUDICATED IN A COURT OF COMPETENT JURISDICTION LOCATED IN SINGAPORE.

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.