

LIMITED WARRANTY
REPAIRED OR REFURBISHED INTEL® TRUE SCALE FABRIC SWITCH AND
DDR SWITCH 9000 SERIES PRODUCTS AND RELATED ELECTRONIC COMPONENTS

(a) Intel warrants that the Repaired or Refurbished Intel® True Scale Fabric Switch and DDR Switch 9000 series products and related electronic components (“Products”), if properly used, will be free from defects in material and workmanship and will substantially conform to Intel’s publicly available specifications for 90 days from the date of shipment. Warranty terms begin on the date of shipment unless a different warranty statement is specified (i) in the Intel Price List in effect at time of shipment; (ii) on Product packaging; or (iii) on Intel’s quotation.

(b) There is no obligation to provide service and/or support until full payment is received. Terms and conditions of support are at Intel’s discretion. Affirmative statements about support by any third party are provided by that party and will not be binding on Intel.

(c) Intel does not warrant that hardware Products to be delivered hereunder will be free from design defects or errors known as “errata”. For purposes of this section, “errata” are design defects or errors that may cause the Products to deviate from published specifications.

(d) Software Products. If the Products delivered to Buyer hereunder include software components, Intel warrants that the media on which the Intel software is furnished to Buyer will be free from defects for a period of 90-days from the date of delivery. If such a defect appears within the warranty period, Buyer may return the defective media to Intel for replacement without charge. Replacement is Buyer’s sole remedy with respect to such a defect. Intel does not warrant that software Products will operate without interruption or error. Intel makes no warranty with respect to defective conditions or non-conformities resulting from Buyer’s use, misuse, incorrect installation, mishandling, neglect, accident, or abuse of software Products; or errors resulting from incorporation of software Products into a system, or failure of Buyer to apply Intel-supplied modifications or corrections.

(e) Electronic Systems Applications. Buyer agrees that Intel will not be liable for any downtime or system interruption that may be attributed to Buyer’s use of Intel’s electronic transaction applications.

(f) Disclaimer. **THE ABOVE WARRANTIES ARE IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE. INTEL NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY. EXCEPT FOR END-USER PRODUCT WARRANTIES DELIVERED WITH THE PRODUCT AS CONTAINED IN THE PRODUCT PACKAGING, THESE WARRANTIES ARE PROVIDED SOLELY TO BUYER.**

(g) HPC Fabric Support Center. Intel provides assistance for True Scale products through the HPC Fabric Support Center. Please reference your support and maintenance agreement for specific information.

(h) Warranty Remedy.

1. If, following Intel Fabric Support Center troubleshooting and problem resolution efforts, the covered hardware is deemed to be defective; Intel will deliver replacement hardware to End-Customer within 2 business days. The foregoing excludes the Chassis which is subject to repair or replacement under a standard RMA process only. The specified delivery times are expected transit times assuming the replacement order is received prior to the depot cut-off time. Actual transportation time may be affected by customs clearance and other factors beyond the control of Intel. Product returned by End-Customer as part of an advanced exchange shall be a genuine

Intel Product and subject to verification by Intel. Replacement Parts, when applicable, and deemed necessary by Intel Fabric Support Center, will be provided through an advanced part exchange. The End-Customer will return the failed Product or part pursuant to a Return Material Authorization ("RMA") per instructions provided with receipt of the advance replacement Product.

2. RMA Returns. If End-Customer fails to return the allegedly defective Intel Product or part to Intel within thirty (30) days of receipt of such replacement, or if the returned Product is not genuine, or if the allegedly defective part is received by Intel with obvious shipping damage, Intel may charge End-Customer the then-current Manufacturer's Suggested Retail Price for the replacement, net 30 terms. In addition, all subsequent support under the agreement will be suspended without offset or credit until the return issue is resolved to Intel's satisfaction.
3. No product may be returned without a valid RMA, and the RMA number must appear on the outside of the shipping container. Intel may refuse delivery and return the materials to sender, at the sender's cost, if any product or component is returned without an RMA number. End-Customer will be responsible for proper packaging of the returned Product and shall be responsible for damage arising from improper packaging. End-Customer is responsible to ensure that product or part returned to Intel is complete and has no missing components. Intel reserves the right to request proof of delivery from End-Customer for all part returns.
4. IN NO EVENT WILL INTEL BE LIABLE FOR ANY MONETARY DAMAGES OR OTHER COSTS ASSOCIATED WITH WARRANTY CLAIMS WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY BUYER. UNDER NO CIRCUMSTANCES SHALL INTEL BE LIABLE TO END-CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, OR LOST GOODWILL HOWEVER CAUSED.