

**LIMITED WARRANTY**  
**INTEL® TRUE SCALE FABRIC CABLE PRODUCTS**

(a) Intel warrants that the Intel® True Scale Sale Fabric Cable Products (“Products”), if properly used, will be free from defects in material and workmanship and will substantially conform to Intel’s publicly available specifications for 120 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.

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(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 provide remedy on the form of credit upon receipt of an approved Return Material Authorization (“RMA”). Product returned shall be a genuine Intel Product and subject to verification by Intel. The Customer will return the failed Product or part pursuant to an RMA, per instructions provided at the time of issuance of such RMA. RMA on returned Product are valid for 120 days.

2. 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.
  
3. 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.