

## **Limited Warranties and Liability Integrated Servers and Appliances**

**Server Products** NEI warrants that its Integrated Server and Appliance Product(s) (“Products”) will, for a period of two years, measured from the date of shipment of the Product, (i) conform to and perform in accordance with the applicable Product Specifications under normal use and operation; (ii) and be free from defects in materials and workmanship. NEI’ warranties shall survive inspection, test, acceptance and payment. Repaired product(s) shall be warranted for the longer of ninety (90) days or the balance of the original Product(s) warranty.

**Distributed Component Parts** NEI warrants that the Distributed Component Parts sold by it will be free from defects in material and workmanship under proper, normal use and service for a Warranty Period of 30 days from the date of shipment by NEI. After expiration of the NEI 30-day warranty period, NEI will assist, if necessary, the obtaining of an RMA from the component part manufacturer.

**Exclusive Remedy.** Customer’ exclusive remedy and NEI’ sole liability is that NEI will remedy, repair or replace any Product or Component Part that fails during the Warranty Period. NEI shall provide warranty support by following the procedures described in NEI Warranty and Support Procedures document set forth on the NEI website. If NEI determines that the Products are not defective within the terms of the warranty, the Customer will pay NEI all costs of handling, inspection and repair at NEI’ then current charges. The Customer agrees that parts utilized in warranty services may be remanufactured and/or refurbished and may be the same or a later version which performs substantially the same function as the one being replaced. Products that fail within thirty days of initial shipment shall be advance replaced upon notice of failure. All replaced parts shall be the property of NEI, on an exchange basis. When returning defective parts, Customer must return all manuals, cables, software and any related items. All shipping and insurance costs to return the parts to NEI will be paid by the customer.

**Limitations.** The above warranties extend only to Customer and are contingent upon proper use of the Products. The warranties will not apply to any failure caused by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond NEI specifications; failure of air conditioning or humidity control; (ii) use of the Products with any equipment or software not furnished by NEI; or (iii) installation, alteration or repair of the Products by anyone other than NEI.

### **Procedures**

If the customer believes it has a DOA or defective Product or Component Part, the customer must contact NEI Technical Support Department and provide the following

- Customer Name
- NEI Invoice Number
- Part Number and Merchandise Description
- Serial Number
- Description of Problem

If an RMA is issued for the DOA or defective Product or Component Part and the customer has credit terms (with no past due invoices), a replacement Product or Component Part will be sent freight paid by NEI via ground transportation as soon as possible after RMA issuance. The customer will be invoiced for the replacement Product or Component Part upon shipment and its account will be credited upon receipt by NEI of the returned defective Product or Component Part.

For COD or Credit Card customers, a replacement part will only be sent after receipt by NEI of the DOA or defective part. If an immediate replacement part is desired, NEI will consider shipping an advance replacement part on a COD or credit card charge basis. In such case, a refund check or credit card credit

will be processed upon receipt of the DOA or defective part.

**Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS DOCUMENT NEI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS OR SERVICES FURNISHED BY IT.

**LIMITATION OF LIABILITY** IN NO EVENT SHALL NEI BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS OR SAVINGS, OR ANY INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, AND WHETHER OR NOT NEI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEI TOTAL LIABILITY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE ACTUAL DOLLAR AMOUNT NEI RECEIVED FROM CUSTOMER FOR THE PRODUCTS DIRECTLY INVOLVED IN THE CAUSE OF ACTION. .

NEI,

25 Dan Road, Canton, MA 02021

- Telephone: 781.332.1000
- Fax: 781.770.2000
- Technical Support: 877.638.4407 (for NEI appliances for OEM Customers)
- Technical Support Fax: 972.673.1399

or

3501 E. Plano Parkway, Plano, TX 75074

- Telephone: 800.977.1010 (USA) or 972.633.3400 (Local)
- Fax: 972.633.3499
- Technical Support: 800.977.4002 (USA) or 972.673.1300 (Local)
- Technical Support Fax: 972.673.1399

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