Cisco Unified Computing 3-Year Limited Hardware Warranty

WARR-3YR-HW-90D-SW

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Cisco Unified Computing 3-Year Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your embedded software is subject to the Cisco General Terms (link available below) and/or any SEULA or specific Software warranty terms for additional software products loaded on the device.

Duration of Hardware Warranty: Three (3) Years

Replacement, Repair or Refund Procedure for Hardware: Listed below are the types of warranty service that may be applicable to Cisco Unified Computing products. Service levels are response time objectives and are not guaranteed. The specified level of warranty service may not be available in all worldwide locations.

Customer Replaceable Unit ("CRU") Service: Cisco provides a replacement unit to the Customer and the Customer performs the installation. CRU information and replacement instructions are shipped with the replacement unit and are available from Cisco at any time upon request. Cisco specifies the material shipped with the replacement unit whether the defective unit must be returned to Cisco. If a return of the defective is required 1) the Customer instructions and a container are shipped with the replacement unit and 2) Customers may be charged for the replacement unit if Cisco does not receive the defective unit within the period specified in the return instructions.

Advanced Replacement Warranty Service: Under the terms of the advanced replacement warranty service, Cisco will ship a replacement unit directly to the Customer if the Cisco hardware product purchased is diagnosed as defective. Cisco or its service center will use commercially reasonable efforts to ship a replacement part within the Next Cisco Business Day ("NBD") after receipt of the Return Materials Authorization ("RMA") request. Actual delivery times may vary depending on Customer location.

Onsite Support: Onsite support may be utilized to address the defective unit. Cisco may, at its sole discretion, determine if a defect can be repaired through any of the following means:

- Remotely (or via Cisco's Smart Call Home functionality, if enabled)
- By the use of a CRU part
- By a service call at the location of the defective unit

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

Limited Hardware Warranty

Hardware. Cisco Systems, Inc., or the Cisco Systems, Inc. subsidiary selling the Product ("Cisco") warrants that commencing from the date of shipment to Customer (and in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) as otherwise set forth at https://www.cisco.com/go/warranty, the Hardware will be free from defects in material and workmanship under normal use. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the warranty period and according to the replacement process described in the warranty card (if any), or if no warranty card, as described on the Cisco Product Warranties web page https://www.cisco.com/go/warranty or a refund of the purchase price if the Hardware is returned to the party supplying it to Customer, freight and insurance prepaid. Cisco replacement parts used in Hardware replacement may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the return of affected Hardware in accordance with Cisco's or its service center's then-current Return Material Authorization (RMA) procedures.

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Restrictions. This limited warranty does not apply if the Hardware (a) has been altered, except by Cisco or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; or (d) is licensed for beta, evaluation, testing or demonstration purposes.

DISCLAIMER OF WARRANTY

EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW AND ARE EXPRESSLY DISCLAIMED BY CISCO, ITS SUPPLIERS AND LICENSORS. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose.

Limitations and Exclusions of Liability. In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Hardware or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to Customer, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by Customer to any Approved Source for the Hardware that gave rise to the claim. This limitation of liability for Hardware is cumulative and not per incident. Nothing in this limited warranty limits or excludes any liability that cannot be limited or excluded under applicable law.

Customer Responsibilities

The following responsibilities must be completed prior to Cisco replacement of Unified Computing products under this warranty. The Customer agrees to remove all parts, options, alterations and attachments not covered by the warranty from the defective product. Prior to any replacement provided, Customer agrees to:

- Remove any confidential, proprietary or personal information from a product prior to its return to Cisco
- Ensure the Cisco product is free of any legal obligations or restrictions that prevent its return or exchange
- Obtain authorization from owner of the product to have Cisco provide warranty service
- Where applicable, backup or secure all data contained in the Cisco product
- Inform Cisco of changes in the Cisco product's location (install site address and/or ship-to address) directly or via the party from whom you purchased the product.

Customer is also responsible for installing and updating BIOS, firmware, utility programs, device drivers and diagnostics as appropriate.

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Exclusions

CISCO DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. CISCO IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY DATA, OPERATING SYSTEMS, PROGRAMS OR REMOVABLE STORAGE MEDIA. CISCO IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY SOFTWARE OR DATA. Cisco is not responsible for any confidential, proprietary or personal information returned to Cisco for any reason. Cisco is not responsible for any compatibility or interoperability issues that may arise in the use of a) products that are not supported by Cisco. b) parts that are not interoperable among different Cisco models. c) configurations that are not supported by Cisco. Unless otherwise set form in the supplemental terms to the End User License Agreement, software from independent software vendors that is used with Unified Computing product is subject to the terms and conditions of end user license agreements or similar contracts provided by the applicable independent software vendor.

Freeware Operating Systems and Applications

Software provided under public license by third parties, including operating systems, hypervisors, or applications ("Freeware"). Freeware may be provided along with Unified Computing products. Warranty service for Freeware is provided by the Freeware vendor. For purposes of the Cisco Unified Computing warranty, Cisco's disclaimer of Warranty as specified in the Limited Warranty shall also apply to Freeware.

Governing Law, Jurisdiction and Venue

If Customer acquired the Product in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted, this table identifies the law that governs this limited warranty (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this limited warranty.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of California, United States of America	Federal District Court, Northern District of California or Superior Court of Santa Clara County, California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe (excluding Italy), Middle East, Africa, Asia or Oceania (excluding Australia)	Laws of England	English Courts
Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the General Terms shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

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Return Material Authorizations

To Receive a Return Materials Authorization (RMA) Number:

- Please contact the party from whom you purchased the product.
- If you purchased the product directly from Cisco, call Cisco TAC by phone to start a validation of your warranty claim.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL: https://www.cisco.com/go/DirTAC.

If you are instructed to return your product under the terms of your warranty and issued an RMA Number, follow these steps:

- Return the unit to Cisco or your network supplier as instructed.
- Your unit will be replaced per the applicable warranty guidelines.
- If you cannot locate your network supplier, you may return the unit to Cisco.

Important Note - All material returned to Cisco must be accompanied by a Return Material Authorization (RMA) number. This number is necessary so that the factory can ensure proper tracking and handling of returned material.

If you do not have an RMA number, Cisco reserves the right to refuse receipt of returned units.

Important Claim Information

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Service Assistance

If you have a Cisco SMART Net Total Care service program or other maintenance agreement, request service under your agreement. You can purchase maintenance contracts from your local network supplier or from Cisco directly.

Call the Cisco TAC line if you have contracted for this service. TAC support is not available as part of warranty alone.

To obtain a directory of toll-free Cisco TAC telephone numbers for your country, go to this URL: https://www.cisco.com/go/DirTAC.

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Online Resources

Cisco End User License Agreement (General Terms)

The Cisco End User License Agreement (General Terms) governing software use is available at the following URL: https://www.cisco.com/go/softwareterms.

Warranty Online

Product warranty terms and other information applicable to Cisco products are available at the following URL: https://www.cisco.com/go/warranty.

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

Obtaining Documentation

For information on obtaining documentation, submitting a service request, and gathering additional information, see the monthly What's New in Cisco Product Documentation, which also lists all new and revised Cisco technical documentation, at: https://www.cisco.com/en/US/docs/general/whatsnew/whatsnew.html.

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