



# SySTIUM®

## Warranty Information

### Limited Warranty for SySTIUM® Products

#### Category "C" Products

SySTIUM® Technologies warrants that the Category "C" Products to be delivered hereunder, if properly used and installed, will be free from defects in material and workmanship and will substantially conform to SySTIUM® Technologies publicly available specifications for a period of one (1) year after the date the Product was purchased from SySTIUM® Technologies or a SySTIUM® authorized distributor or regional integrator.

#### Category "M" Products

SySTIUM® Technologies warrants that the Category "M" Products to be delivered hereunder, if properly used and installed, will be free from defects in material and workmanship and will substantially conform to SySTIUM® Technologies publicly available specifications for a period of three (3) years after the date the Product was purchased from SySTIUM® Technologies or a SySTIUM® authorized distributor.

**SOFTWARE OF ANY KIND DELIVERED WITH OR AS PART OF PRODUCTS IS EXPRESSLY PROVIDED "AS IS" UNLESS SPECIFICALLY PROVIDED FOR OTHERWISE IN ANY SOFTWARE LICENSE ACCOMPANYING THE SOFTWARE.**

If any Product furnished by SySTIUM® Technologies which is the subject of this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, SySTIUM® Technologies, at its option, will:

- REPAIR the Product by means of hardware and/or software;
- REPLACE the Product with another Product,
- REFUND the then-current value of the Product if SySTIUM® Technologies is unable to repair or replace the Product.

If such Product is defective, transportation charges for the return of Product to Buyer within the continental USA will be paid by SySTIUM® Technologies. For all other locations, the warranty excludes all costs of shipping, customs clearance and other related charges. SySTIUM® Technologies will have a reasonable time to make repairs or to replace Product or to refund the then current value of the Product.

***IN NO EVENT WILL SySTIUM® TECHNOLOGIES BE LIABLE FOR ANY OTHER COSTS ASSOCIATED WITH THE REPLACEMENT OR REPAIR OF PRODUCT, INCLUDING LABOR, INSTALLATION OR OTHER COSTS INCURRED BY BUYER. THIS LIMITED WARRANTY AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW, APPLY ONLY TO THE ORIGINAL PURCHASER OF THE PRODUCT.***

#### Extent of Limited Warranty

SySTIUM® Technologies does not warrant that Products to be delivered hereunder, whether delivered 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. This limited warranty does not cover damages due to external causes, including accident,

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problems with electrical power, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing. *Cosmetic defects (scratches, nicks, dents, etc.) must be claimed prior to integration of motherboard and peripherals into the Product and must be claimed within 10 working days of receiving product.* Returned items not packaged in their original shipping containers, or in a manner sufficient to protect the product during shipping, may be subject to a service charge or invalidation of the warranty.

**WARRANTY LIMITATIONS AND EXCLUSIONS**

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