

WARRANTY INFORMATION

DELL EMC Limited Warranty on DELL EMC Hardware

The following Limited Warranty applies to Hardware contained in the DELL EMC Vblock® Systems sold by: (i) Dell or a Dell affiliate (such entities collectively "DELL EMC") or (ii) a DELL EMC authorized reseller or distributor and in all cases purchased for Customer's use, and not for resale. The term "Hardware" means hardware equipment together with all parts, elements or accessories, and any combination of them contained in the Vblock System, and does not include any Software programs, code, routines or other intangible products (whether pre-loaded or subsequently loaded by Customer, DELL EMC, a reseller, or any third party).

1. Warranty Period.

1.1 DELL EMC warrants that for a period of ninety (90) days after the date DELL EMC initially ships Hardware to Customer ("Warranty Period"), the Hardware will be free from material defects ("Defects") in workmanship and that it will conform to the DELL EMC published specifications for the Hardware ("Specifications").

1.2 THE ABOVE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES FROM DELL EMC WITH REGARD TO THE HARDWARE AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. DELL EMC DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF HARDWARE. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. Nothing in this Agreement shall exclude or limit any liability that cannot be excluded or limited by applicable law. Components of the DELL EMC Hardware may be subject to and benefit from additional manufacturer warranties that are provided directly by the manufacturer.

2. Warranty Service.

2.1 To receive warranty service on Hardware, Customer must contact DELL EMC or its agent. If Customer does not register its Hardware with DELL EMC, Customer may be required to present proof of purchase.

2.2 Hardware products covered under the Warranty will be repaired or replaced with like or better quality at DELL EMC's sole discretion. For locations where Onsite service is not available DELL EMC will issue a Return Materials Authorization ("RMA") number including shipping information and tracking number. HARDWARE SENT TO DELL EMC WITHOUT AN RMA NUMBER MAY BE REJECTED BY DELL EMC AND RETURNED TO CUSTOMER AT CUSTOMER'S EXPENSE. Customer should be prepared to provide DELL EMC with the location of the Hardware, a detailed description of the problems or errors, a description of the Hardware, including serial number or Service Tag number, and the names and versions of any operating systems and Software loaded on the Hardware, including patches and fixes. Customer will properly package, insure, and ship prepaid the defective Hardware to the DELL EMC repair site at Customer expense. Damage or loss of goods during shipment to DELL EMC is the responsibility of the Customer. DELL EMC will pay all packing, shipping, and insurance to ship the repaired or replacement Hardware to Customer. DELL EMC will use commercially reasonable efforts to ship a replacement part within ten (10) Business Days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

2.3 Except as otherwise provided, the foregoing is Customer's sole and exclusive remedy, and DELL EMC's sole and exclusive obligation, for defects or failures related to the Hardware.

2.4 DELL EMC may request that Customer take certain actions to determine whether the problem or error is related to the Software, Hardware, or other item. Customer shall reasonably cooperate with DELL EMC during this process.

2.5 Returned Hardware becomes the property of DELL EMC at the time it is determined by DELL EMC to be defective. Customer will own all replacement Hardware provided by DELL EMC to Customer. Replacement Hardware provided by DELL EMC will assume the existing warranty of the original Hardware.

2.6 Some parts of the Hardware may be designated Customer Replaceable Units ("CRUs"). DELL EMC ships, at DELL EMC's option and expense, CRUs to Customer for replacement by Customer. Customer must return, at DELL EMC's expense in the package provided, all defective CRUs to DELL EMC within 15 days following its receipt of the replacement CRU or Customer will be invoiced for the CRU at the then-current replacement cost.

3. Limitations on Warranty.

3.1 This warranty applies only in the country where Customer installs the Hardware. The warranty may not be transferred to another country without the written authorization of DELL EMC. Customer may not transfer the warranty to a third party without the written authorization of DELL EMC. Upon a transfer of the Hardware Customer must notify DELL EMC in writing of the identity of the third party and location of the Hardware within 15 days after transfer.

3.2 This warranty does not cover Defects, damage or failure of Hardware caused by misuse, accident, unauthorized modification, improper use or maintenance or repair by any party other than DELL EMC or DELL EMC's agent, movement or transportation of the Hardware by any party other than DELL EMC or DELL EMC's agent, re-configuration of the Hardware not in accordance with the Specifications, causes external to the Hardware including any failure or fluctuation of electrical power, inadequate cooling or, a force majeure event (e.g., earthquake, lightning, flood, fire, etc.), or any other damage or failure caused by Customer, a third party or a third party product.

3.3 Unless otherwise provided in a separate maintenance agreement with DELL EMC and except for the warranties specifically described in this Limited Warranty, any technical or other support provided for Hardware, such as phone or website support, is provided "AS-IS" without warranty of any kind

3.4 This warranty is void if product or part identification labels are removed from the Hardware without written authorization from DELL EMC. Further, this warranty is void if additional Hardware or Software is installed on the Hardware without written authorization from DELL EMC, or if any tampering is detected with the Hardware. This warranty does not apply to any Hardware that is located in an unsuitable operating environment, has been altered, except as authorized by a DELL EMC Technical Support representative.

3.5 UNDER NO CIRCUMSTANCES IS DELL EMC LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING: (A) LOSS OF OR DAMAGE TO RECORDS OR DATA, (B) THIRD-PARTY CLAIMS FOR DAMAGES, OR (C) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR LOST OPPORTUNITIES), EVEN IF DELL EMC IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. DELL EMC SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISE FROM THE USE OF HARDWARE AS PART OF OR IN COMBINATION WITH ANY DEVICES, PARTS OR THIRD PARTY PRODUCTS THAT ARE NOT PROVIDED BY DELL EMC AND ARE INCONSISTENT WITH THE DESIGNED PURPOSE OF THE DELL EMC HARDWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.

4 General Terms.

4.1 Nothing in this Limited Warranty on Hardware affects any statutory rights of consumers that cannot be waived or limited by contract.

4.2 Prior to returning Hardware to DELL EMC under this limited warranty, Customer shall ensure:

- (i) The Hardware is free of any legal obligations or restrictions that prevent DELL EMC from exchanging, repairing or replacing the Hardware,
- (ii) All necessary consents (e.g., premises owner consent, if applicable) have been obtained to allow DELL EMC to access, repair, or replace the Hardware.

4.3 If DELL EMC provides any services at Customer's location or facilities, Customer warrants that (a) Customer shall make the Hardware available to DELL EMC for repair or replacement during DELL EMC Normal Business Hours, and (b) the premises where the Hardware is located are in a safe condition and that DELL EMC's personnel will not be subject to undue risk or danger while on the premises. In the event of a legal dispute occurs in the United States, Mexico or Canada based on this Limited Warranty on Hardware, such dispute shall be governed by and construed in accordance with the domestic laws of the State of New York, excluding its conflict of laws principles. The parties consent to the exclusive jurisdiction of the federal and state courts of competent jurisdiction in the State of New York. In the event a legal dispute occurs between the parties outside of the United States, Mexico or Canada, such dispute(s) shall be governed by and construed in accordance with the domestic laws of the Republic of Ireland, excluding its conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts of competent jurisdiction in County of Cork in the republic of Ireland. Moreover, the parties agree that the United Nations Convention of Contracts for the International Sale of Goods does not apply to this Agreement. Notwithstanding the foregoing, DELL EMC retains the right to seek equitable relief regarding DELL EMC's intellectual property rights in the Hardware in any court of competent jurisdiction or, in its discretion, in federal court in the State of New York, regardless of where such dispute arose.

4.4 A judicial or administrative declaration, in any jurisdiction, that one or more provisions hereof is invalid shall not invalidate the remaining provisions of this Limited Warranty on Hardware in any jurisdiction, nor shall such declaration have any effect on the validity or interpretation of this Limited Warranty on Hardware outside of that jurisdiction.

4.5 DELL EMC may assign transfer, assign or subcontract this Limited Warranty on Hardware or any obligations hereunder. DELL EMC will use commercially reasonable efforts to notify Customer of any such assignment.