

# Enterprise Product Warranty Policy

V1.0

## I. Introduction

H3C enterprise hardware products are generally covered by a one (1) year warranty. Several products have extended warranty up to five (5) years. For detail information about corresponding product, please read the [Enterprise Product Limited Warranties](#).

All H3C warranties extend only to the Original End User Customer (the individual or entity who purchased the product for their own use, collectively referred to in this document as “Customer”) in the countries or regions where you purchase the products; and are nontransferable. The warranty shall be provided by H3C or the H3C authorized Channel Partner (collectively referred to in this document as “H3C”). H3C warranties are subject to and provided only on the terms and conditions depict in this document. If there is any conflict with contract terms and conditions, the contract terms and conditions shall prevail.

## II. General terms and conditions

Definition: “Starting Date” as used in this warranty policy means (i) the date this product is delivered from the manufacturing site of H3C Technologies Co., Ltd. (“H3C”), or (ii) in the case of resale by an authorized reseller of H3C, the date is not more than ninety (90) days since original delivery date of this product by H3C.

H3C warrants for software and hardware for a period of certain days from the Starting Date.

1. The warranty period of software is ninety (90) days. If the software does not comply with the functional standards mentioned in the product instructions, or the software media incurs problems in material and workmanship under normal authorized use consistent with the product instructions within the warranty period, H3C will replace the media or repair the defects for free. For the defects,

H3C has the discretion to decide repair with software patches, replacement with upgraded software or refund of the software.

2. The warranty period of hardware is one (1) year. If the hardware incurs problems in material and workmanship under normal authorized use consistent with the product instructions within the warranty period, H3C, at its sole discretion, will either repair or replace the failure hardware. The replacement hardware may be new or refurbished equipment of the same type, function and quality. The failure hardware which has been replaced belongs to H3C. H3C will use commercially reasonable efforts to ship the replacement hardware after receipt the failure hardware. Actual delivery times may vary depending on the customer location.

The warranty period of product will not be influenced due to resale or repair. But the warranty period for the replacement or the repaired unit is three months or the remainder of the initial warranty period both starting from the delivery of the replacement or the repaired unit by H3C, whichever is longer.

3. Dead On Arrival (DOA). Within thirty (30) days from the Starting Date, H3C will provide expedited replacement of hardware that has no appearance damage upon unpacking but fails to operate within forty-eight (48) hours of initial installation. "Fail to operate" shall mean a material failure to substantially perform in accordance with the hardware's technical specifications (excluding exterior nick or other deficiencies that do not materially affect hardware performance). H3C will deliver a new replacement unit within seven (7) business days of H3C' receipt and confirmation of the customer's report of such DOA. Defective hardware must be returned within fifteen (15) business days once receiving the replacement, otherwise the customer shall pay purchase price of replacement hardware. Actual delivery times should allow for additional transit time due to transportation reasons.

### **III. Limitation of Liability**

(i) No warranty will apply if the hardware or software (a) has been repaired or replaced, without H3C's permission; (b) has not been installed or operated in

accordance with instructions released by H3C in the enclosed documentation; or (c) has been subject to unreasonable physical impact, fire, lightning, flood, misuse, or disaster.

(ii) H3C will not provide guarantee for customer data stored in the product or related to the product by other means. The customer is solely responsible for backing up related data to avoid loss.

(iii) H3C warranty does not include installation support.

(iv) No warranty will cover accessories and consumables, such as manuals, power cords, cables and relay interface transfer box.

(v) H3C warranty only covers H3C own brand products. The independent interface devices of Voice& Video Products, such as microphone and camera, etc, will be covered by the warranty of original providers.

#### **IV. Disclaimer**

(i) Except as expressly set forth hereby, H3C makes no warranty that is expressed implicitly or explicitly, including but not limited to warranties of merchantability, adaptability for a particular purpose, and warranties or obligations arising from a course of dealing, usage or trade practice.

(ii) H3C does not warrant that the software is error free or that the customer will be able to operate the software without problems or interruption.

#### **V. Compensation**

In no event will H3C or its affiliates or suppliers be liable for data loss of the customer due to product failure or service interruption as well as consequential direct or indirect economic loss. The total compensation amount of H3C for the customer loss due to its liability, in any cases including those expressly stipulated in a contract, will not exceed the purchase price of the product paid by the customer.

H3C Technologies Co., Ltd. reserves the right of interpreting this warranty. H3C has the discretion to change any warranties, product performance and specifications without notice.