



HARDWARE SALES TERMS
U.S. Version

These Hardware Sales Terms are incorporated by reference into the CSS Terms and apply to any Special Terms for the sale or delivery of Hardware.

1. DELIVERY

Company will deliver all Products FCA (Incoterms 2010), Company's premises or Company's designated delivery point. Customer is responsible for obtaining appropriate insurance coverage and transportation arrangements with respect to the Products. Risk of loss and title to Hardware pass to Customer at the time of delivery (the "Delivery Date"). Customer shall be the importer of record unless otherwise set forth in the Special Terms.

2. CANCELLATION. Prior to shipment, Customer may cancel any delivery of Products under these Hardware Sales Terms with written notice to and approval by Company, and upon payment of cancellation charges as determined by Company in its discretion.

3. RESCHEDULING. Customer may request that Company postpone shipment up to sixty (60) days after the scheduled shipment date, provided that (i) Customer compensates Company for any resulting costs (including but not limited to storage costs); (ii) Company receives Customer's written request at least sixty (60) days prior to the scheduled shipment date; and (iii) if Customer subsequently cancels shipment pursuant to the terms herein, the scheduled shipment date shall be the original shipment date and not the rescheduled shipment date for purposes of determining the cancellation charges.

4. LIMITED WARRANTY AND DISCLAIMER.

4.1 Limited Warranty. Company warrants that, on the date of delivery through the duration of the Warranty Period, the Products will (i) function properly under normal use; (ii) be free from defects in materials or workmanship; and (iii) conform to specifications agreed to in writing by the parties, subject to the following limitations and exclusions:

4.1.1 Exclusions. Customer has no warranty rights with respect to defects or non-conformities caused by (i) use of the Products with hardware or software that Company has not specified as suitable; (ii) Customer's failure to operate the Products in accordance with Documentation; (iii) failure to implement any updates, upgrades, and other new releases of Software made available to Customer; (iv) acts or omissions of persons other than Company or its authorized representatives; (v) installation or maintenance of Products by someone other than Company; (vi) abuse, use at an unsafe or not suitable site, unusual physical or electrical stress; or (vii) any relocation of Products without a prior written authorization by Company.

4.1.2 No Warranties for Revisions. Company does not extend any warranties under these Hardware Sales Terms for Hardware and Software revisions provided under Company's Product Maintenance Terms.

4.1.3 Quality Testing. Hardware may have been used in testing prior to sale (e.g., to ensure that the Hardware meets performance specifications) and may incorporate reconditioned or refurbished parts or subassemblies.

4.2. Exclusive Remedies. If a Product materially fails to conform to the limited warranty set forth above, Company shall, either (i) repair or replace the non-conforming Product to remedy the non-conformity, or (ii) refund to Customer the amounts paid for the Product in exchange for return of the non-conforming Product. Customer hereby transfers to Company title and ownership of any parts that Company replaces at Customer's request. THE REMEDIES EXPRESSLY PROVIDED IN THIS SECTION WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AND SHALL BE IN LIEU OF ANY OTHER RIGHTS OR REMEDIES CUSTOMER MAY HAVE AGAINST COMPANY WITH RESPECT TO ANY NON-CONFORMING PRODUCTS.

4.3. Warranty Period. Unless otherwise set forth in the Special Terms, the warranty period shall be 12 months, beginning on the Delivery Date (the "Warranty Period"). For Products that Company repairs or replaces pursuant to Section 4.2, the warranty period shall be the greater of 90 days beginning on the date of Customer's receipt of the repaired Products or parts or 12 months from the initial Delivery Date of the non-conforming Product. Customer shall have no warranty claims, unless Company receives from Customer, during the warranty period, (i) a written notice describing the warranty breach in reasonable detail (a "Warranty Claim"), and (ii) remote and physical access to the affected Products as well as information in sufficient detail to enable Company to reproduce and analyze the failure.

4.4. Costs and Procedure. If Company receives a Warranty Claim, Company will not charge for any repair, replacement, error identification, or correction of the non-conforming Product, or for return shipment of any repaired Hardware to Customer, except for any costs that are caused by Customer's relocation of the Hardware from the destination to which it was originally delivered by Company. Customer must prepay freight and insurance charges for the return shipment of the non-conforming Product to Company. Customer will follow Company's then current return material authorization process (available on request). If Customer's Warranty Claim fails to meet any of the requirements set forth above, Company's then-current Time & Materials Services Terms shall apply to any error identification or correction efforts, repair, replacement, and shipment costs by Company and Customer shall compensate Company accordingly.

4.5 Disclaimer. EXCEPT AS SPECIFIED ABOVE, COMPANY MAKES NO EXPRESS REPRESENTATIONS OR WARRANTIES WITH REGARD TO ANY PRODUCTS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL IMPLIED WARRANTIES AND REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND, WITHOUT LIMITING THE FOREGOING, MAKES NO WARRANTY THAT ANY OF THE PRODUCTS WILL BE ERROR-FREE OR THAT THEIR PERFORMANCE OR OPERATION WILL BE UNINTERRUPTED.