



## HARDWARE WARRANTY AGREEMENT

ATTENTION: PLEASE READ THE TERMS AND CONDITIONS OF THIS HARDWARE WARRANTY AGREEMENT (THE "WARRANTY AGREEMENT") CAREFULLY BEFORE USING THE HARDWARE. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY THAT WILL BE UTILIZING THE HARDWARE (REFERENCED BELOW AS "YOU" OR "YOUR") AND SYMANTEC CORPORATION AND/OR ITS AFFILIATES ("SYMANTEC"). BY OPENING THE HARDWARE PACKAGE, USING THE HARDWARE, OR OTHERWISE INDICATING ASSENT, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS WARRANTY AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT OPEN THE HARDWARE PACKAGE AND/OR INDICATE YOUR REFUSAL BY MAKING NO USE OF THE HARDWARE

1. **HARDWARE/SOFTWARE.** The hardware ("Hardware") that accompanies this Warranty Agreement is to be used only with Symantec appliance units (each being an "Appliance"). If the Hardware includes any software ("Licensed Software"), such "Licensed Software" includes the Symantec and/or third party software product, in object code form, that is pre-loaded, pre-installed, or included as a media kit accompanying the Hardware, including any documentation provided with such software. You may not use the Licensed Software separate from the Hardware unless You have purchased a separate license for such Licensed Software. Your use of the Licensed Software shall comply with the terms and conditions of the end user license agreement that accompanies the Licensed Software (the "Software Agreement").

2. **LIMITED WARRANTY.** Symantec warrants solely to You that the hardware components of the Hardware shall be substantially free from material defects in material and workmanship under normal authorized use and service and will substantially conform to the written documentation accompanying the Hardware for a period equal to the remaining period of the limited warranty under the hardware warranty agreement applicable to the relevant Appliance (the "Appliance Agreement") when and if the Hardware is installed in such Appliance (the "Warranty Period"). Your sole and exclusive remedy for breach of this warranty, and Symantec's entire liability, shall be, at Symantec's sole option and discretion, for Symantec to use commercially reasonable efforts to repair or to provide a replacement of the defective hardware component with either a new or refurbished replacement hardware component.

Symantec shall not be responsible for any software, firmware, information, or data provided by You or a third party that is contained in, stored on or integrated with any hardware component returned to Symantec for repair or replacement, whether under warranty or not.

Any repaired parts or components or replacement parts or components provided by Symantec pursuant to any warranty service shall be warranted only for the remainder of the Warranty Period; provided, however, that Your warranty for such part or component may become void due to improper installation or other damage to such parts or components.

All defective Hardware, or component thereof, which has been replaced, shall become the property of Symantec. All defective hardware components of the Hardware which have been repaired shall remain Your property. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY, AND SYMANTEC'S SOLE AND EXCLUSIVE LIABILITY FOR SYMANTEC'S BREACH OF THIS LIMITED WARRANTY.**

3. **WARRANTY AND RETURN PROCESS.** Upon discovery of any failure of the hardware components in the Hardware to conform to the applicable warranty during the Warranty Period, You are required to contact Symantec within ten (10) days after such failure and seek a return material authorization ("RMA") number. Symantec will promptly issue the requested RMA as long as Symantec determines that You meet the conditions for warranty service. The allegedly defective hardware component shall be returned to Symantec, securely and properly packaged, freight and insurance prepaid, with the RMA number prominently displayed on the exterior of the shipment packaging. Symantec will have no obligation to accept any hardware component which is returned without an RMA number. Transportation costs, if any, incurred in connection with the return of a hardware component to Symantec, shall be borne by You. Symantec shall pay any transportation costs incurred with the redelivery of the repaired or replaced hardware component. If Symantec reasonably determines that (i) the hardware component thereof, is functional or (ii) the allegedly defective hardware component is not covered by the terms of the warranty provided in Section 2, or that a warranty claim is made after the warranty period, Symantec shall have the right to charge You, and You shall pay to Symantec, any expenses incurred by Symantec for such warranty claim, including, without limitation, testing costs, administrative costs for processing the warranty claim, and/or transportation costs

Upon installation of the Hardware into the Appliance (if installed by a party other than Symantec and/or its authorized support agent or contractor), You shall promptly notify Symantec of the Hardware serial number and installation date or your warranty for the Appliance shall be void. Failure to provide such notification shall also void Symantec's service level obligations for response times to You under any Symantec maintenance and support contract.

4. **HARDWARE WARRANTY REQUIREMENTS.** In order to exercise any of the warranty rights contained in this Warranty Agreement, You must have available an original sales receipt or bill of sale demonstrating proof of purchase with Your warranty claim and must comply with Symantec's then-current applicable RMA processes.

5. **HARDWARE WARRANTY SERVICE RESTRICTIONS/EXCLUSIONS.** The warranties contained in this Warranty Agreement will not apply to any-Hardware which has been altered, supplemented, upgraded or modified in any way not authorized by Symantec or which has been repaired by a party other than Symantec or its authorized designee.

Symantec shall have no obligations under this Warranty Agreement to the extent that failure of a hardware component to comply with the limited warranties set forth herein results from or is attributable to: (i) events occurring after risk of loss passes to You such as loss or damage during



shipment; (ii) negligence or misuse or abuse of the Hardware; (iii) use of the Hardware other than in accordance with Symantec's published specifications or user manual(s); (iv) any failure by You or a third party to comply with environmental and storage requirements for the Hardware specified by Symantec, including, without limitation, temperature or humidity ranges; (v) use of the Hardware in combination with any third-party devices or products that have not been provided or recommended by Symantec; (vi) improper installation or electrical supply, improper maintenance, or any other mishandling (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible, defective, or inferior devices, supplies, or accessories, improper or insufficient ventilation) by anyone other than Symantec (or its representatives); or (vii) Your failure to implement, or to allow Symantec or its designee to implement, any corrections or modifications to the Hardware made available to You by Symantec.

**6. WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 2 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. SYMANTEC MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE HARDWARE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE HARDWARE WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

**7. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS WARRANTY AGREEMENT, EVEN IF SYMANTEC OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE FEES YOU PAID FOR THE HARDWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT SYMANTEC'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE HARDWARE.

**8. U.S. GOVERNMENT RESTRICTED RIGHTS.** This Hardware appliance You have purchased may include or can be used with the Licensed Software developed by Symantec Corporation. If so, for U.S. government procurements, the contractor's products are commercial items, as defined in FAR 2.101, and the technical data associated with the contractor's commercial items is subject to the limited rights restrictions defined in FAR 52.227-14 "Rights in Data - General" and DFARS 252.227-7015, "Technical Data - Commercial Items", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the technical data pertaining to the contractor's commercial items by the U.S. government shall be solely in accordance with the terms of this Agreement.

**9. EXPORT REGULATION.** You acknowledge that the Hardware, Licensed Software and related technical data and services (each or collectively "Controlled Technology") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required. All Symantec products, including the Controlled Technology are prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country subject to relevant trade sanctions. You hereby agree that You will not export or sell any Controlled Technology for use in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

**10. GENERAL.**

**10.1. COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for Your compliance with, and You agree to comply with, all applicable laws, rules, and regulations in connection with Your use of the Hardware.

**10.2. GOVERNING LAW; SEVERABILITY; WAIVER.** If You are located in North America or Latin America, this Warranty Agreement will be governed by the laws of the State of California, United States of America. If you are located in China, this Warranty Agreement will be governed by the laws of the Peoples Republic of China. Otherwise, this Warranty Agreement will be governed by the laws of England. Such governing laws are exclusive of any provisions of the United Nations Convention on Contracts for Sale of Goods, including any amendments thereto, and without regard to principles of conflicts of law. If any provision of this Warranty Agreement is found partly or wholly illegal or unenforceable, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this Warranty Agreement shall remain in full force and effect. A waiver of any breach or default under this Warranty Agreement shall not constitute a waiver of any other subsequent breach or default.

**10.3. ENTIRE AGREEMENT.** This Warranty Agreement is the complete and exclusive agreement between You and Symantec relating to the Hardware and supersedes any previous or contemporaneous oral or written communications, proposals, and representations with respect to this subject matter. This Warranty Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by You, even if signed and returned. In the event of any conflict between the Hardware user documentation and this Warranty Agreement, the documents shall govern in the following order: this Warranty Agreement and



the user documentation. This Warranty Agreement may only be modified by a signed written agreement between You and Symantec that accompanies or follows this Warranty Agreement.

#### **EU Batteries Directive**



Products are marked with this symbol to show that they were produced after 13th August 2005, and should be disposed of separately from normal domestic/commercial waste so that they can be recycled

Batteries in this product should be collected separately and not disposed of with domestic / commercial waste. Substances in batteries can have a potential negative impact on health and environment and therefore should be disposed of in the correct manner. Please contact Symantec at [denvironment@symantec.com](mailto:denvironment@symantec.com) for details of the collection and recycling schemes available.

STD. ENGLISH\_Standard Spare Parts\_Backup Exec 3600 R2 Expansion Kit\_19Mar2012