

Worldwide Limited Warranty and Technical Support HP ProLiant and IA-32 Servers and Options

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THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

This Limited Warranty applies to HP branded and Compaq branded hardware products (collectively referred to in this Limited Warranty as “HP Hardware Products”) sold by or leased from Hewlett-Packard Company or Compaq Computer Corporation, a wholly owned subsidiary of the Hewlett-Packard Company in the United States, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as “HP”) with this Limited Warranty. The Term “HP Hardware Product” is limited to the hardware components and all its internal components including firmware. The term “HP Hardware Product” DOES NOT include any software applications or programs.

This Limited Warranty is applicable in all countries and will be honored in any country where HP or its authorized service providers offer warranty service subject to the terms and conditions set forth in this Limited Warranty. However, warranty service availability and response times may vary from country to country and may also be subject to registration requirements. Despite anything to the contrary in this Limited Warranty statement, to the extent that you seek enforcement of this Limited Warranty from HP or its subsidiaries or affiliates, this warranty is offered and will be honored only by Hewlett-Packard Company (or the HP legal entity that has jurisdiction over the country in which you are located), but the warranty exclusions and limitation of liabilities apply to all of HP, as defined above.

HP warrants that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use in HP-supported configurations during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your HP branded hardware is required within the Limited Warranty Period.

This Limited Warranty extends only to the original end-user purchaser or lessee of this HP Hardware Product and is not transferable to anyone who obtains ownership of the HP Hardware Product from the original end-user purchaser or lessee.

HP products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare parts are warranted to be free from defects in materials or workmanship for the remainder of the Limited Warranty Period of the HP hardware product in which they are initially installed, but not less than thirty (30) days, whichever is longer. **HP is not responsible for any interoperability or compatibility issues that may arise when spares intended for one system are installed in another system of different make or model.**

During the Limited Warranty Period, HP will repair or replace any defective component. This is your exclusive remedy for defective products. In the unlikely event that your HP product has a recurring failure, HP, at its discretion, may elect to provide you with a replacement unit of HP's choosing that is at least equivalent to your HP Hardware Product in hardware performance. HP reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. All component parts or hardware products removed under this Limited Warranty become the property of HP. The replacement part or product takes on the **remaining** Limited Warranty status of the removed part or product, or the thirty (30) day limited warranty of the replacement part as stated above.

This Limited Warranty does not apply to expendable parts, nor does it apply to any products which are not HP branded. HP does not warrant any third party products even if included with other HP Hardware Products. Furthermore, HP provides all such third party products "AS IS". However, the original manufacturers or suppliers may provide their own warranties as specified in the documentation accompanying such third party products.

These terms and conditions constitute the complete and exclusive warranty agreement between you and HP regarding the HP Hardware Product you have purchased or leased. These terms and conditions supersede any prior agreements or representations—including representations made in HP sales literature or advice given to you by HP or an agent or employee of HP—that may have been made in connection with your purchase or lease of the HP Hardware Product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

THIS LIMITED WARRANTY DOES NOT EXTEND TO ANY PRODUCT FROM WHICH THE SERIAL NUMBER HAS BEEN REMOVED OR THAT HAS BEEN DAMAGED OR RENDERED DEFECTIVE (A) AS A RESULT OF ACCIDENT, INADEQUATE MAINTENANCE, MISUSE, NEGLIGENCE, ABUSE, IMPROPER SITE PREPARATION, OR OTHER EXTERNAL CAUSES; (B) BY OPERATION OUTSIDE THE USAGE PARAMETERS STATED IN THE USER DOCUMENTATION THAT SHIPPED WITH THE PRODUCT; (C) BY THE USE OF SOFTWARE, INTERFACING, OR PARTS NOT MANUFACTURED OR SOLD BY HP; OR (D) BY MODIFICATION OR SERVICE BY ANYONE OTHER THAN (I) HP, (II) AN HP AUTHORIZED SERVICE PROVIDER, OR (III) YOUR OWN INSTALLATION OF END-USER REPLACEABLE HP PARTS OR HP APPROVED PARTS IF AVAILABLE FOR YOUR PRODUCT IN THE SERVICING COUNTRY. HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS FOR THE HP HARDWARE PRODUCT.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY COMPAQ OR HP WHEN THE PRODUCT IS MANUFACTURED.

Limitation of Liability

IF YOUR HP BRANDED HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

HP IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY. THIS LIMITATION OF LIABILITY WILL APPLY UNLESS OTHERWISE REQUIRED BY THE LOCAL LAW OF THE COUNTRY WHERE THE HP HARDWARE PRODUCTS ARE ORDERED.

Options and Software

HP warrants that the HP option you have purchased from HP or from an HP authorized reseller is free from defects in material or workmanship under normal use for the period specified in Warranty Period Table 2, or for the remaining warranty period of the HP Hardware Product in which the option is installed, whichever period is longer, but not to exceed a total of three (3) years from the date of purchase of your HP option. The foregoing does not apply to certain options as specified in Table 2. The warranty period starts on the date of purchase from HP or from an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase date.

HP DOES NOT WARRANT THIRD-PARTY SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM THAT MAY BE PREINSTALLED BY COMPAQ OR HP. If the removable media on which HP distributes the software proves to be defective in

material or workmanship during the period of one (1) year from the date of purchase, your sole remedy shall be to return the removable media to HP for replacement. HP's obligations with respect to software distributed by HP under the HP or Compaq brand name are set forth in the applicable end-user license agreement, software license agreement, or program license agreement.

Software Technical Support

Technical support for your HP software, HP preinstalled third-party software, and third-party software purchased from HP is available from the HP website or by telephone for ninety (90) days from the date of purchase. See "[Contacting HP](#)" for online resources and telephone numbers.

Telephone support (Software Support Services) includes assistance with:

- Answering your installation questions (how-to, first steps, and prerequisites)
- Setting up and configuring the software on initial installation (how-to and first steps; excludes system optimization, customization, and network configuration)
- Using system management and diagnostic software tools
- Interpreting system error messages
- Isolating system problems to software usage problems
- Obtaining support pack information or updates

Additional services such as Start-up and Installation Services may be purchased for an additional fee (see "[Service Upgrades](#)"). Free online sources are available for obtaining services and information on your product (see "[Contacting HP](#)").

This length of Software Support Services may change depending on local country legal requirements. After the first ninety (90) days, Software Support Services will be available for purchase on all operating software and bundled software provided by HP (see "[Service Upgrades](#)").

Warranty Period

Table 1: ProLiant and IA-32 Server Products

Server Products	Year 1	Year 2	Year 3
HP server tc2120	Parts ¹ , On-site 1BD ²	–	–
ProLiant BL e-Class server blades ³	Parts only 1BD	–	–
ProLiant BL e-Class server blade enclosures, interconnect trays	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
ProLiant BL30p server blades	Parts, On-site 1BD	Parts only 5BD	Parts only 5BD
ProLiant BL p-Class server blades (excluding BL30p), server blade enclosures, interconnects, power enclosures, power distribution, diagnostic stations	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
ProLiant CL1850 and CL380 packaged clusters ⁴	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
ProLiant DL140	Parts only 5BD ⁵	–	–
ProLiant DL145	Parts only 5BD ⁵	–	–
ProLiant DL320	Parts, On-site 1BD	Parts only 5BD	Parts only 5BD
ProLiant ML110	Parts, On-site 1BD	–	–
ProLiant ML310	Parts, On-site 1BD	–	–
ProLiant ML330 G2, G3	Parts, On-site 1BD	–	–
All other ProLiant models	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
<p>Notes</p> <p>¹HP Parts Warranty covers free replacement of defective parts only (shipping costs included).</p> <p>²HP may, at its sole discretion, determine that on-site warranty service is not necessary on a case-by-case basis. HP will provide telephone support for any required Bios and Firmware upgrades; such upgrades will not be covered by HP's onsite warranty service. Targeted response time for service is next business day (1BD), based on standard office hours in the country where the call is placed. Next business day warranty service is based on commercially-reasonable efforts. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge.</p> <p>³ProLiant BL e-Class server blades do not take on the warranty attributes of the server blade enclosure.</p> <p>⁴Other ProLiant clusters assume the warranty attributes of their components.</p> <p>⁵Targeted response time for parts is between 1 and 5 business days (5BD).</p>			

Table 2: ProLiant and IA-32 Server Options¹

Option Products	Year 1	Year 2	Year 3
Batteries	Parts ² only 5BD ³	–	–
Cables	Parts only 5BD	–	–
Disk Drive Enclosures	Parts only 5BD	Parts only 5BD	Parts only 5BD
Hard Disk Drives (ATA) ⁴	Parts only 5BD	–	–
Hard Disk Drives (SCSI)	Parts only 5BD	Parts only 5BD	Parts only 5BD
Host Bus Adapters	Parts only 5BD	Parts only 5BD	Parts only 5BD
Memory	Parts only 5BD	–	–
Network Adapters (NIC)	Parts only 5BD	–	–
Optical Drives	Parts only 5BD	Parts only 5BD	Parts only 5BD
Power Protection and Management	Parts, Carry-in, On-site 1BD ⁵	Parts only 5BD	Parts only 5BD
Processors	Parts only 5BD	Parts only 5BD	Parts only 5BD
Racks and Rack Accessories	Parts only 5BD	Parts only 5BD	Parts only 5BD
Remote Insight Lights Out Edition II boards	Parts only 5BD	–	–
Smart Array Shared Storage	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD

continued

Table 2: ProLiant and IA-32 Server Options *continued*

Option Products	Year 1	Year 2	Year 3
Storage Array Controllers	Parts only 5BD	Parts only 5BD	Parts only 5BD
Notes ¹ Table 2 describes ProLiant and IA-32 server option products only. The warranty terms for other options available from HP are set forth in the limited warranty provided with those options. ² HP Parts Warranty covers free replacement of defective parts only. ³ Targeted response time for parts is between 1 and 5 business days (5BD). ⁴ These options have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed. ⁵ HP may, at its sole discretion, determine that on-site warranty service is not necessary on a case-by-case basis. Targeted response time for service is next business day (1BD), based on standard office hours in the country where the call is placed. Next business day warranty service is based on commercially-reasonable efforts. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge.			

Table 3: Software Products

Software Products	Technical Support	Targeted Response Time ¹
HP Branded Software	90 days Software Telephone Support	Standard office hours
Third-Party Branded Software installed by or purchased from HP	90 days Software Telephone Support	Standard office hours
Software Delivery Media ²	1 year replacement of defective media	5 business days ³
Notes ¹ Targeted response time for Software Telephone Support is based on standard office hours in the country where the call is placed, typically 8:00 AM to 5:00 PM, Monday through Friday. ² Software Delivery Media: The material used to deliver HP branded software or third-party software installed by or purchased from HP (i.e., CD, diskette, or tape). ³ Response time for media replacement is based on commercially-reasonable efforts.		

Types of Warranty Service

To enable HP to provide the best possible support and service in the Warranty period, HP strongly encourages customers to accept the use of, or to employ available support technologies provided by HP. This includes diagnostics, configuration assist tools, and notably, HP's remote support solutions ("Phone Home"). If the customer chooses not to deploy available remote support capabilities, additional costs may be incurred due to increased support resource requirements.

Your HP Limited Warranty consists of repair or replacement of defective parts, including options identified by Intelligent Manageability software as "prefailure."

Online Resources

Many online resources are available *at no charge to you* to assist you in resolving technical issues before calling Technical Support. See “[Contacting HP](#)” for more information.

On-site Warranty Service

Your HP Limited Warranty service may include on-site service to repair your hardware. HP provides on-site service (labor) during standard office hours. Standard office hours are typically 8:00 AM to 5:00 PM, Monday through Friday, but may vary with local business practices. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. HP may, at its sole discretion, determine that onsite warranty service is not necessary on a case-by-case basis.

Carry-in Warranty Service

Under the terms of carry-in service, you may be required to deliver your HP product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product. In addition, you are responsible for insuring any product shipped or returned. You assume risk of loss during shipping.

End-User Replaceable Parts Program

In the countries where it is available, the End-User Replaceable Parts program ships approved replacement parts and prepaid return shipping materials directly to you to fulfill your warranty. This will save considerable repair time. If HP or an HP authorized service provider diagnoses that the repair can be effected through an end user replaceable part, that part will be shipped directly to you. If you need assistance completing the repair, call HP or an authorized service provider and a technician will assist you over the telephone. Replaced parts must be returned to HP within 15 business days **or a replacement fee will apply**.

Warranty Transfer to Another Country

Products may be purchased in one country and transferred to another country, where HP has a service presence, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country to country. Additional fees may apply. A customer may be required to provide product-specific information, in accordance with the Global Warranty Notification process, prior to moving the products. The required information ensures that HP is prepared to provide the required level of warranty service in the destination country and that the product is designed to work in the destination country. Contact HP or your local HP authorized reseller, or refer to the website at www.hp.com/support.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Products may be covered by export controls issued by the United States or other governments.

Service Upgrades

HP Services offers additional coverage beyond your basic warranty. These services are flexible and targeted to provide the right level of support to meet the needs of a full range of IT environments. They provide:

- Protection against downtime
- Committed response times
- Installation and Start-up support
- A single source of experts to help with your hardware and software support requirements

For information on services upgrades, refer to www.hp.com/support.

Contacting HP

- For contact information, refer to the HP website at www.hp.com/support.
- Be sure to have the following information available before you call:
 - Product serial number, model name, and model number
 - Applicable error messages
 - Add-on options
 - Operating system
 - Third-party hardware or software
 - Detailed questions
 - Proof of purchase and/or ownership