

# **HP ProLiant and IA-32 Servers and Options Global Limited Warranty and Technical Support**

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# Hardware Limited Warranty

## General Terms

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer. Please refer to HP's website for an extensive description of your limited warranty entitlements. In addition, you may also have other legal rights under applicable local law or special written agreement with HP.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, HP MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region 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 in the country of purchase. If so, your HP authorized service provider can provide you with details.

This Limited Warranty applies only 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, 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 required firmware. The term "HP Hardware Product" DOES NOT include any software applications or programs, non-HP products or non-HP branded peripherals. All non-HP products or non-HP branded peripherals external to the HP Hardware Product— such as external storage subsystems, displays, printers and other peripherals—are provided "AS IS" without HP warranty. However, non-HP manufacturers and suppliers, or publishers may provide their own warranties directly to you.

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 during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP, or from the date HP completes installation. 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 hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the

Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect (a) to provide you with a replacement unit of HP's choosing that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

## **Exclusions**

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 INTENDED FOR THE HP HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and 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, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) by improper site preparation or maintenance; (e) by virus infection; (f) by loss or damage in transit; or (g) 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 or HP approved parts if available for your product in the servicing country or region.

**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 HP WHEN THE PRODUCT IS MANUFACTURED.**

## **Exclusive Remedy**

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, 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.

## **Limitation of Liability**

IF YOUR HP HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, 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.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE 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 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

## Limited Warranty Period

The Limited Warranty Period for an HP Hardware Product is a specified, fixed period commencing on the date of purchase. The date on your sales receipt is the date of purchase unless HP or your reseller informs you otherwise in writing.

**Table 1: ProLiant and IA-32 Server Products**

Products	Limited Warranty Period and Service Delivery Method <sup>1</sup>	Response Time <sup>2</sup>
HP server tc2120	1 year parts <sup>3</sup> and on-site labor	Next business day
ProLiant BL e-Class server blades <sup>4</sup>	1 year parts	Next business day
ProLiant BL e-Class server blade enclosures, interconnect trays	3 years parts and on-site labor	Next business day
ProLiant BL30p, BL35p server blades	Year 1: parts and on-site labor Years 2-3: parts only	Parts: 1 to 5 business days Labor: Next business day
ProLiant BL p-Class server blades* (excluding BL30p, BL35p), server blade enclosures, interconnects, power enclosures, power distribution, diagnostic stations	3 years parts and on-site labor	Next business day
ProLiant CL380 packaged clusters* <sup>5</sup>	3 years parts and on-site labor	Next business day
ProLiant DL140 servers	1 year parts	1 to 5 business days <sup>6</sup>
ProLiant DL145 servers	1 year parts	1 to 5 business days
ProLiant DL320* servers	Year 1: parts and on-site labor Years 2-3: parts only	Parts: 1 to 5 business days Labor: Next business day
ProLiant ML110 servers	1 year parts and on-site labor	Next business day
ProLiant ML150 servers	1 year parts and on-site labor	Next business day
ProLiant ML310 servers	1 year parts and on-site labor	Next business day
ProLiant ML330 G2, G3 servers	1 year parts and on-site labor	Next business day
All other ProLiant models*	3 years parts and on-site labor	Next business day

<sup>1</sup>Warranty Service indicated in this table reflects base level warranty offerings. Enhancements to base warranty may be included with your HP Hardware Product; for current warranty information contact the nearest HP Sales office.

<sup>2</sup>**HP 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.** Response times are based on local standard business days and working hours. Unless otherwise noted, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Next business day warranty service is based on commercially-reasonable effort. 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. Contact your local HP service organization for response time availability in your area.

<sup>3</sup>HP Parts Warranty covers free replacement of defective parts only (shipping costs included).

<sup>4</sup>ProLiant BL e-Class server blades do not take on the warranty attributes of the server blade enclosure.

<sup>5</sup>Other ProLiant clusters assume the warranty attributes of their components.

<sup>6</sup>Targeted response time for parts is between 1 and 5 business days.

\*ATA and SATA hard drives have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed.

**Table 2: ProLiant and IA-32 Server Options<sup>1</sup>**

<b>Products</b>	<b>Limited Warranty Period and Service Delivery Method<sup>2</sup></b>	<b>Response Time<sup>3</sup></b>
Batteries	1 year parts <sup>4</sup>	1 to 5 business days <sup>5</sup>
Cables	1 year parts	1 to 5 business days
Disk Drive Enclosures	3 years parts	1 to 5 business days
Hard Disk Drives (ATA, SATA) <sup>6</sup>	1 year parts	1 to 5 business days
Hard Disk Drives (SCSI)	3 years parts	1 to 5 business days
Host Bus Adapters	3 years parts	1 to 5 business days
Memory	1 year parts	1 to 5 business days
Network Adapters (NIC)	1 year parts	1 to 5 business days
Optical Drives	3 years parts	1 to 5 business days
Power Protection and Management	Year 1: parts and onsite labor Years 2-3: parts only	Parts: 1 to 5 business days Labor: Next business day
Processors	3 years parts	1 to 5 business days
Racks and Rack Accessories	3 years parts	1 to 5 business days
Remote Insight Lights Out Edition II boards	1 year parts	1 to 5 business days
Smart Array Shared Storage	3 years parts 3 years on-site 3 years labor	Next business day
Storage Array Controllers	3 years parts	1 to 5 business days
<p><sup>1</sup> 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.</p> <p><sup>2</sup>Warranty Service indicated in this table reflects base level warranty offerings. Enhancements to base warranty may be included with your HP Hardware Product; for current warranty information contact the nearest HP Sales office.</p> <p><sup>3</sup><b>HP 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.</b> Response times are based on local standard business days and working hours. Unless otherwise noted, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Next business day warranty service is based on commercially-reasonable effort. 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. Contact your local HP service organization for response time availability in your area.</p> <p><sup>4</sup> HP Parts Warranty covers free replacement of defective parts only.</p> <p><sup>5</sup> Targeted response time for parts is between 1 and 5 business days.</p> <p><sup>6</sup> These options have a maximum warranty period of one (1) year regardless of the warranty period for the system in which they are installed.</p>		

**Table 3: Software Products**

<b>Products</b>	<b>Technical Support</b>	<b>Response Time<sup>1</sup></b>
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 <sup>2</sup>	90 days replacement of defective media	5 business days <sup>4</sup>
<p><sup>1</sup>Response times are based on local standard business days and working hours. Unless otherwise noted, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. 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. Contact your local HP service organization for response time availability in your area.</p> <p><sup>2</sup>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).</p> <p><sup>3</sup>Response time for media replacement is based on commercially-reasonable effort.</p>		

## Types of Warranty Service

To enable HP to provide the best possible support and service during the Limited Warranty Period, you may be directed by HP to verify configurations, load most recent firmware, install software patches, run HP diagnostics tests or use HP remote support solutions where applicable.

HP strongly encourages you to accept the use of, or to employ available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements. Listed below are the types of warranty support service that may be applicable to the HP Hardware Product you have purchased.

### On-site Warranty Service

Your HP Limited Warranty service may include on-site labor support to repair your hardware. HP provides on-site service during standard office hours. Standard office hours are typically 08.00 to 17.00, Monday through Friday, but may vary with local business practices. If your location is outside the customary service zone (typically 50km) response times may be longer or there may be additional charges. To locate the nearest HP authorized service provider refer to the HP website at <http://www.hp.com/support>.

HP may, at its sole discretion, determine if on-site warranty service is required. For example, in many cases, the defect can be fixed by the use of a Customer Self Repair (CSR) part that you are required to replace yourself based on instructions and documentation provided by HP. You are also required to co-operate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing software updates or patches, removing third party options and/or substituting options. In order to receive onsite support, you must: (a) have a representative present when HP provides warranty services at your site; (b) notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors; (c) subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information and systems determined necessary by HP to provide timely support; (d) ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible; (e) maintain an environment consistent with product specifications and supported configurations.

If you require an HP representative to handle all component replacements, support uplift contracts are available at additional cost.

## **Advanced Unit Replacement Warranty Service**

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, if a unit is diagnosed as defective, HP will ship a replacement product directly to you. On receiving the replacement unit you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally fifteen (15) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement product.

## **Customer Self Repair Warranty Service**

In countries where it is available, your HP Limited Warranty may include a Customer Self Repair warranty service. If applicable, HP will determine in its sole discretion that customer self repair is the appropriate method of warranty service. If so, HP will ship approved replacement parts directly to you to fulfill your HP Hardware Product warranty service. This will save considerable repair time. After you contact the HP and the fault diagnosis identifies that the problem can be fixed using one of these parts, a replaceable part can be sent directly to you. Once the part arrives, replace the defective part pursuant to the provided instructions and documentation. If further assistance is required, call the HP Technical Support Center and a technician will assist you over the phone. In cases where the replacement part must be returned to HP, you must ship the defective part back to HP within a defined period of time, normally fifteen (15) days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective product may result in HP billing you for the replacement. With a customer self repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used. If customer self repair applies to you, please refer to your specific HP Hardware Product announcement. You can also obtain information on this warranty service on the HP website at <http://www.hp.com/support>.

## **Limited Warranty Transfer to Another Country**

Under the HP Global Limited Warranty program, 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. Also, standard warranty service response time is subject to change due to local parts availability. A customer may be required to provide product specific information, in accordance with the HP 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. When the product has been transferred to another country it will be entitled to the same warranty as if the product had been purchased in the country to which it has been transferred.

Contact HP, your local HP authorized reseller, or refer to the website at <http://www.hp.com/support> to begin the HP Global Warranty Notification process prior to transferring HP Products to another country.

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

## **Service Upgrades**

HP has a range of additional support and service coverage for your product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the HP website at <http://www.hp.com/support>.



# Options and Software Limited Warranties

The Limited Warranty terms and conditions for most HP-branded options (HP Options) are as set forth in the Limited Warranty applicable to the HP Option and are included in the HP Option product packaging. If your HP Option is installed in an HP Hardware Product, HP may provide warranty service for either the period specified in the warranty documents (HP Option Limited Warranty Period) that shipped with the HP Option or for the remaining warranty period of the HP Hardware Product in which the HP Option is being installed, whichever period is the longer, but not to exceed three (3) years from the date you purchased the HP option. The HP Option Limited Warranty Period starts from the date of purchase from HP or an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the HP Option, is your warranty start date. See your HP Option Limited Warranty for more details. Non-HP options are provided "AS IS". However, non-HP manufacturers and suppliers may provide warranties directly to you.

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END-USER LICENSE OR PROGRAM LICENSE AGREEMENT, OR IF OTHERWISE PROVIDED UNDER LOCAL LAW, SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY HP ARE PROVIDED 'AS IS'.

HP's only warranty obligations with respect to software distributed by HP under the HP brand name are set forth in the applicable end-user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media please refer to the following website:

<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lpg50101>

It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

## Software Technical Support

Software Technical Support for your HP Software, HP pre-installed third-party software and third-party software purchased from HP is available from HP via multiple contact methods, including electronic media and telephone, for ninety (90) days from date of purchase. See "Contacting HP" for online resources and telephone support. Any exceptions to this will be specified in your End User License Agreement (EULA).

Software Technical Support includes assistance with:

- Answering your installation questions (how to, first steps, and prerequisites)
- Setting up and configuring the software (how-to and first steps). **Excludes** system optimization, customization and network configuration.
- Interpreting system error messages
- Isolating system problems to software usage problems
- Obtaining support pack information or updates

Software technical support does NOT include assistance with:

- Generating or diagnosing user generated programs or source codes
- Installation of non-HP products

## Contacting HP

If your product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing the following:

- Locate your nearest HP Support location via the World Wide Web at: <http://www.hp.com/support>.
- Contact your authorized HP dealer or Authorized Service Provider, and be sure to have the following information available before you call HP:
  - 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 or ownership

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