



storage
products

Worldwide Limited Warranty and Technical Support

This warranty covers products specified herein purchased after January 1, 2003.

General Terms

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, HP MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESSED 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.

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 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 required firmware. The term “HP Hardware Product” **DOES NOT** include any software applications or programs.

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. 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 Hardware Product 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 branded product from the original purchaser or lessee. 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. 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.

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 material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the HP Hardware Product in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will repair or replace any defective component. In the unlikely event that your HP hardware product has a recurring failure, HP, at its sole discretion, may elect to provide you with a replacement unit of HP's choosing that is the same or equivalent to your HP Hardware Product in performance. This is your exclusive remedy for defective products. 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 either the Limited Warranty status of the removed part or product or the thirty (30) day Limited Warranty of the spare part.

This Limited Warranty does not apply to expendable 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, 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 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 or HP approved parts if available for your product in the servicing country.

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.

THE ABOVE WARRANTIES DO NOT APPLY TO DEFECTS RESULTING FROM IMPROPER OR INADEQUATE MAINTENANCE BY CUSTOMER; UNAUTHORIZED MODIFICATION; IMPROPER USE OR OPERATION OUTSIDE OF SPECIFICATIONS OR SUPPORTED CONFIGURATIONS FOR THE PRODUCT; ABUSE, NEGLIGENCE, ACCIDENT, LOSS OR DAMAGE IN TRANSIT; IMPROPER SITE PREPARATION; OR UNAUTHORIZED MAINTENANCE OR REPAIR. 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.

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 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 OR COMPAQ 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 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

Warranty Period

The 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.

Products	Warranty Service *	Response Time **
HP StorageWorks <ul style="list-style-type: none"> Enterprise Virtual Array 	3 years parts exchange 3 years labor 3 years on-site	4-hour response time (7x24)
HP StorageWorks <ul style="list-style-type: none"> XP Disk Array 	2 years parts exchange 2 years labor 2 years on-site	4-hour response time (7x24)
HP StorageWorks <ul style="list-style-type: none"> Virtual Array 71xx & 74xx 	2 years parts exchange 2 years labor 2 years on-site	4-hour response time (normal business hours)
HP StorageWorks <ul style="list-style-type: none"> Enterprise Modular Array 8000/12000/16000 Modular San Array 1000 Network Attached Storage (NAS) B2000, B3000, E7000 	3 years parts exchange 1 year labor 1 year on-site	Next business day response
HP StorageWorks <ul style="list-style-type: none"> Network Attached Storage (NAS) NAS 8000 	3 years parts exchange 3 year labor 3 year on-site	Next business day response
HP StorageWorks <ul style="list-style-type: none"> Fabric and Infrastructure Switches & Directors 	1 year parts exchange 1 year labor 1 year on-site	Next business day response
HP StorageWorks <ul style="list-style-type: none"> Tape Libraries: ESxxxx, MSLxxxx, SSLxxxx Network Attached Storage (NAS) S1000 	1 year parts exchange 1 year labor 1 year on-site	Next business day response
HP StorageWorks <ul style="list-style-type: none"> AIT, DLT, DLT VS, DDS, SDLT & LTO drives 	3 years parts exchange	Next business day response
HP Storage Works <ul style="list-style-type: none"> 1/8 Autoloader 1/16 Tape Superloader AIT Autoloader 	1 year parts exchange	Next business day response
	* Warranty Service indicated in this table reflects base level warranty offerings. Enhancements to base warranty may be included with your HP Product, for current warranty information contact the nearest HP Sales office	** Response times are based on local standard business days and working hours. Unless otherwise stated, 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.

Software

HP DOES NOT WARRANT SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY HP OR COMPAQ. HP's only obligations with respect to software distributed by HP under the HP or Compaq brand name are set forth in the applicable end-user license or program license agreement. Non-HP hardware and software products are provided "AS IS." However, non-HP manufacturers, suppliers, or publishers may provide their own warranties directly to you. 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.

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.

Carry-in Warranty Service

Under the terms of carry-in service, you may be required to deliver your HP Hardware 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.

HP Replaceable Parts

HP ships approved replacement parts directly to you to fulfill your HP Hardware Product warranty. This will save considerable repair time. After you contact the HP Technical Support Center, a replaceable part can be sent directly to you. Once the part arrives, replace the 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 15 days. The defective part must be returned with the associated documentation in the provided shipping material.

On-site Warranty Service

Under the terms of on-site service, an HP authorized service provider will service your product at your location. To locate the nearest HP authorized service provider refer to the HP website at: www.hp.com/support.

In order to receive onsite support, Customer agrees that it shall: (1) Have a representative present when HP provides warranty services at Customer's site; (2) Notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors; (3) 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; (4) Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible; (5) Maintain an environment consistent with product specifications and supported configurations.

HP may, at its sole discretion, determine that on-site service is not necessary. For example, some parts in HP Hardware Products are designated as Customer Replaceable Units (CRUs) e.g., power supply, or hard drives; it is the responsibility of the customer to perform CRU replacement pursuant to provided instructions and documentation. For Customers who require an HP representative to handle all component replacements, support uplift contracts are available at additional cost.

Warranty Transfer to Another Country

Under the HP Global 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. 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. Contact HP, your local HP authorized reseller, or refer to the website at: www.hp.com/support to begin the HP Global 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. Products may be covered by export controls issued by the United States or other governments.

Note: 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.

Service Upgrades

HP offers additional support and service coverage for your product. Some support and related products may not be available in all countries. For information on availability of service upgrades, refer to the HP web site at: <http://www.hp.com/support>.

Contacting HP

If your product fails during the 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
- 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