

McAfee Limited Warranty on Hardware

本硬件有限担保信息的简体中文版本请参阅 <http://mcafee.com/swfk9>。

The following Limited Warranty applies to McAfee, LLC. ("**McAfee**") Hardware products (i) sold by McAfee or a McAfee authorized reseller or distributor and (ii) purchased for Customer's use, and not for resale. The term "**Hardware**" means hardware equipment together with all parts, elements or accessories, and any combination of them, but does not include any Software programs, code, routines or other intangible products (whether pre-loaded or subsequently loaded by Customer, McAfee, a reseller, or any third party). Additional Hardware Services are available from McAfee under a separate Technical Support Addendum. Please contact your McAfee sales representative or authorized distributor or reseller for more information. [Note: Customers in Japan: Please see the Japanese Agreement located at the URL in the Grant Letter you received from McAfee]

1. Warranty Period

- 1.1 McAfee warrants that for a period of and ninety (90) days after the date McAfee initially ships Hardware to Customer ("**Warranty Period**"), the Hardware will be free from material defects ("**Defects**") in workmanship and that it will conform to the McAfee published specifications for the Hardware ("**Specifications**").
- 1.2 THE ABOVE WARRANTIES ARE CUSTOMER'S EXCLUSIVE WARRANTIES WITH REGARD TO THE HARDWARE AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON- INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. MCAFEE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF HARDWARE. THESE WARRANTIES GIVE CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO CUSTOMER, IN WHICH CASE SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. Nothing in this Limited Warranty shall exclude or limit any liability which cannot be excluded or limited by applicable law.

1

2. Warranty Service

- 2.1 To receive warranty service on Hardware, Customer must contact McAfee or its agent. If Customer does not register its Hardware with McAfee, Customer may be required to present proof of purchase.
- 2.2 Hardware products covered under the Warranty will be repaired or replaced with like or better quality at McAfee's sole discretion. For locations where Onsite service is not available McAfee will issue a Return Materials Authorization ("**RMA**") number including shipping information and tracking number. Customer will properly package, insure, and ship prepaid the defective Hardware to the McAfee repair site at Customer expense. Damage or loss of goods during shipment to McAfee is the responsibility of the Customer. McAfee will pay all packing, shipping, and insurance to ship the repaired or replacement Hardware to Customer.
- 2.3 Except as otherwise provided in a separate Technical Support Hardware Program Addendum, the foregoing is Customer's sole and exclusive remedy, and McAfee's sole and exclusive obligation, for defects or failures related to the Hardware.
- 2.4 Prior to returning any Hardware to McAfee for repair or replacement, Customer must obtain an RMA number from McAfee Technical Support. **HARDWARE SENT TO MCAFEE WITHOUT AN RMA NUMBER MAY BE REJECTED BY MCAFEE AND RETURNED TO CUSTOMER AT CUSTOMER'S EXPENSE.** Customer should be prepared to provide McAfee with the location of the Hardware, a detailed description of the problems or errors, a description of the Hardware, including serial number or Service Tag number, and the names and versions of any operating systems and Software loaded on the Hardware, including patches and fixes. McAfee may request that Customer take certain actions to determine whether the problem or error is related to the Software, Hardware, or other item. Customer shall reasonably cooperate with McAfee during this process.
- 2.5 Returned Hardware becomes the property of McAfee at the time it is determined by McAfee to be defective. Customer will own all replacement Hardware provided by McAfee to Customer. Replacement Hardware provided by McAfee will assume the existing warranty of the original Hardware.
- 2.6 Some parts of the Hardware may be designated Customer Replaceable Units ("**CRUs**"). McAfee ships, at McAfee's option and expense, CRUs to Customer for replacement by Customer. Customer must return, at McAfee's expense in the package provided, all defective CRUs to McAfee within fifteen (15) days following its receipt of the replacement CRU or Customer will be invoiced for the CRU at the then-current replacement cost.

3. Limitations on Warranty

- 3.1 This warranty applies only in the country where Customer installs the Hardware. The warranty may not be transferred to another country without the written authorization of McAfee. Customer may not transfer the warranty to a third party without the written authorization of McAfee. Upon a transfer of the Hardware Customer must notify McAfee in writing of the identity of the third party and location of the Hardware within fifteen (15) days after transfer.
- 3.2 This warranty does not cover Defects, damage or failure of Hardware caused by misuse, accident, unauthorized modification, improper use or maintenance, a force majeure event (e.g., earthquake, lightning, flood, fire, etc.), or any other damage or failure caused by a third party or a third party product.
- 3.3 Unless otherwise provided in a separate maintenance agreement with McAfee and except for the warranties specifically described in this Limited Warranty, any technical or other support provided for Hardware, such as phone or website support, is provided "AS-IS" without warranty of any kind.



- 3.4 This warranty is void if product or part identification labels are removed from the Hardware without written authorization from McAfee. Further, this warranty is void if additional Hardware or Software is installed on the Hardware without written authorization from McAfee, or if any tampering is detected with the Hardware. This warranty does not apply to any Hardware that is located in an unsuitable operating environment, has been altered, except as authorized by a McAfee Technical Support representative.
- 3.5 UNDER NO CIRCUMSTANCES IS MCAFEE LIABLE TO CUSTOMER FOR ANY OF THE FOLLOWING: (A) LOSS OF OR DAMAGE TO RECORDS OR DATA, (B) THIRD-PARTY CLAIMS FOR DAMAGES, OR (C) CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS OR LOST OPPORTUNITIES), EVEN IF MCAFEE IS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. MCAFEE SHALL HAVE NO LIABILITY OR OBLIGATION FOR ANY DAMAGES THAT ARISE FROM THE USE OF HARDWARE AS PART OF OR IN COMBINATION WITH ANY DEVICES, PARTS OR THIRD PARTY PRODUCTS THAT ARE NOT PROVIDED BY MCAFEE AND ARE INCONSISTENT WITH THE DESIGNED PURPOSE OF THE MCAFEE HARDWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER.
- 3.6 MCAFEE WARRANTS THE MATERIAL AND WORKMANSHIP OF ANY PRODUCT PURCHASED FROM MCAFEE THAT WAS NOT MANUFACTURED BY MCAFEE FOR 90 DAYS. THIS IS THE ENTIRE LIMITED WARRANTY ON HARDWARE AND DOES NOT APPLY IN ANY WAY TO ANY SOFTWARE LICENSED BY CUSTOMER. ANY WARRANTY ON SOFTWARE LICENSED BY CUSTOMER IS SET OUT IN THE LICENSE AGREEMENT FOR SUCH SOFTWARE.

4. General Terms

- 4.1 Nothing in this Limited Warranty on Hardware affects any statutory rights of consumers that cannot be waived or limited by contract.
- 4.2 Prior to delivering Hardware to McAfee, Customer shall ensure:
- 4.2.1 The Hardware is free of any legal obligations or restrictions that prevent McAfee from exchanging, repairing or replacing the Hardware.
 - 4.2.2 All necessary consents (e.g., premises owner consent, if applicable) have been obtained to allow McAfee to access, repair, or replace the Hardware.
- 4.3 If McAfee provides any services at Customer's location or facilities, Customer warrants that (a) Customer shall make the Hardware available to McAfee for repair or replacement during McAfee Normal Business Hours, and (b) the premises where the Hardware is located are in a safe condition and that McAfee's personnel will not be subject to undue risk or danger while on the premises.
- 4.4 Notwithstanding any language in the Agreement to the contrary, McAfee may assign this Limited Warranty on Hardware or any obligations hereunder. McAfee will use commercially reasonable efforts to notify Customer of any such assignment.