

GENERAL WARRANTY

Introduction

Thank you for choosing MiTAC as your preferred partner. The following terms and conditions set forth the warranty service and policy of MiTAC DSG products.

MiTAC has been granted exclusive authorization by Intel's DSG department to manufacture and distribute their cloud-based products. This agreement commenced on July 1, 2023, marking a significant milestone in our longstanding partnership with Intel.

MiTAC will own technical and warranty support for the shipped systems or products that were ordered directly from MiTAC.

Intel DSG will continue to support Intel-shipped systems through the end of the warranty period.

Warranty Coverage

THIS WARRANTY APPLIES ONLY TO MITAC DSG PRODUCTS FOUND ON <https://datacentersolutions.mitacmct.com/>

This Warranty does not apply to products intended for OEM/ODM distribution, refurbished products or products sold via surplus/auction dealers.

THIS WARRANTY ONLY APPLIES TO CUSTOMERS WHO ORIGINALLY PURCHASED PRODUCTS WITH A MITAC INVOICE.

Subject to the terms of this Warranty, in the event of any defect of the Product which is during the Warranty Period, MiTAC will, at its discretion, repair or replace the motherboard, small board, power supply or other part of such defective Product.

MiTAC does not warrant mechanical parts, including chassis, rail, heatsink, I/O shield etc. of the Products, all of which are eligible for and subject to the regular DOA service as

determined by MiTAC in its sole discretion, but exempt from the coverage of this Warranty.

This Warranty does not apply to any failure or defect caused by misuse, accidental damage, abnormal or unusually heavy use, neglect, abuse, alteration, improper installation, shipping damage, unauthorized repair or modification, improper testing, or causes external to the product such as, but not limited to, excessive heat or humidity, power failure, power surges, or natural disaster.

Warranty Period

Subject to the terms of this Warranty, MiTAC Products are warranted to be free from defects in materials and workmanship for and within the Warranty Period as set forth below:

Three years (36 months) for workmanship and materials, starting from the date the Products are shipped out from MiTAC to the Original Authorized Product Distributor*.

The shipping date shown on the shipping invoice shall be the starting date of the Warranty Period. MiTAC reserves the right to determine in its sole discretion the shipping date by the serial number of the Product if no valid shipping invoice is provided or the shipping date on the shipping invoice is illegible, altered or incomplete.

This Warranty does not apply to the consumer purchaser of Products. For indirect customers (who purchase the Products from an authorized MiTAC distributor, including an Original Authorized Product Distributor) or consumer purchasers/end users, the warranty services are taken care by the MiTAC authorized distributor whom they purchased the Products from. The distributor/retailer/reseller who sells the Products to its customers shall have the liability to the warranty of the Products and to support warranty services for its customers.

* Original Authorized Product Distributor refers to the customer that is the first purchaser of the product, the customer that purchases from MiTAC, directly out of MiTAC's warehouse.

Extended Warranty

MiTAC offers an extended warranty option which adds an additional two years to the standard three-year product warranty. This warranty is offered for Systems and mother boards. Customers can choose extended warranty service at the time of placing an order to MiTAC.

For system shipments:

MM#	Description	Order Quantity
SVCEWHPCSY 925444	Two-year extended warranty for Intel® Data Center Blocks for Configured to Order Systems. Includes ALL Server System and Intel® RAID components. Doesn't include Processors, Memory, SSDs, or Networking devices.	1

For motherboard or barebone shipments:

MM#	Description	Order Quantity
SVCEWDPBD 911294	Two-year extended warranty for Intel® Server Boards that support two processors.	1

RMA Service (Return Material Authorization Service)

In-Warranty Services

If a Product is defective and returned within the applicable Warranty Period, MiTAC will, at its sole discretion and at no cost to the customer, replace, repair or refund the defective Product pursuant to this Warranty.

- **REPLACE** the failed field replaceable unit (FRU) within the system. Whole system replacement is not available. The FRU part can be the system board, processor, memory module, RAID controller, storage device, network adapter, system fans or power supply that can be removed and replaced without having to send entire product or system for replacement.
- **REPAIR** the product by means of hardware and/or software.
- **REFUND** the then-current value of the product at the time the claim for warranty service is made to MiTAC. The 3-year standard warranty covers only components originally included in the system as it was shipped from MiTAC.

In-warranty services require a valid proof-of purchase.

MiTAC may elect to repair or replace the Product with either a new or reconditioned Product or components, as MiTAC deems appropriate. The repaired or replaced part(s) will be warranted for 90 days from the date of return shipment from MiTAC, or for the balance of its original Warranty Period, whichever is longer.

Warranty Replacement

MiTAC offers two warranty return service options, depending on the product purchased.

Standard Warranty Replacement (SWR) - a standard warranty return service is available to all customers who purchase motherboards or barebone systems (L6).

- Replacement or refund occurs after the defective FRU item is received by MiTAC.
- MiTAC will validate the customer's RMA within 1 business day and ship out the replacement FRU item within 1 business day.

Advanced Warranty Replacement (AWR) - A premium warranty return service is available for customers who purchase whole server systems (L9).

- Replacement occurs before the defective FRU item is returned to MiTAC.
- MiTAC will validate the customer's RMA application within 1 business day and ship out the replacement FRU item within 1 business day.
- The customer is required to return the defective FRU item within 10 business days of receiving the replacement.

Shipping information will be provided to the customer in either case.

After receiving return material authorization (RMA) and document from MiTAC, the recipient must start the return process within 30 days.

- If 30 days lapse on an SWR:
 - The shipping documents are invalid. Please [contact MiTAC Customer Support](#) (sign in required) to restart the RMA process.
- If 30 days lapse on the return of defective items for an AWR:
 - Possible suspension of AWR benefits on the account until the issue is resolved.
 - You will be notified in writing by MiTAC Customer Support of the benefit suspension and block.

Transportation Cost

- For SWR, freight cost of RMA delivery is borne one way each by the respective shipper.
- For AWR, all freight cost is borne by MiTAC.

Additional Disclaimer

At any time, MiTAC reserves the right to:

- Add to or change the AWR/SWR terms and conditions
- Deny AWR support for any request that does not meet the AWR requirements
- Discontinue the AWR program once notice is provided to AWR program participants

Out of Warranty (OOW) Services

If a Product is defective and returned after the applicable Warranty Period, or the defect, failure, or damage is not covered by this Warranty, the customer may purchase OOW Services. The Product will fall under the Out of Warranty category if it meets any of the following criteria:

- A valid purchase order or proof of purchase is not provided
- Its current MiTAC warranty has expired or is void
- The product is purchased from an unauthorized MiTAC dealer or auction site
- The product is physically damaged in a manner that has voided the warranty*

- The pins of the CPU socket(s) are damaged**
- There is no socket cover on the CPU socket when the product is returned***

* This will be the case if the physical damage is concluded to be customer induced damage (CID).

** MiTAC does not warrant any and all damage to the pins of the CPU socket. MiTAC will make reasonable efforts to repair the socket, but repair charges may be applied.

*** MiTAC requires that the CPU socket covers (which ship in place) be used when returning any product that requires warranty service. If the customer does not have these original socket covers, then all effort must be made to cover and protect these sockets; otherwise, if these sockets are damaged during transit, the warranty will be void or subject to an Out of Warranty charge to repair the socket.

If the customer wishes to have such a Product (which falls under the Out of Warranty category) repaired by MiTAC, **please carefully read the information below.**

MiTAC will charge a diagnostic fee to fix basic functionality or cosmetic problems with the product. The costs for the components that will be used to fix the issue will be an additional charge and will be added to the diagnostic fee.

Whether each product is capable of being fixed will be determined on a case by case basis by MiTAC. If it is not, MiTAC will keep a diagnostic fee. Typical problems MiTAC will fix are: damaged, defective, or missing board components, damaged sockets, slots, and connectors, and broken solder joints. Any additional charges (VAT taxes, duties or etc.) will be added to the final charges and be incurred directly by the customer.

Any repair done by MiTAC under the Out of Warranty services process will come with a 90-day warranty from the date of return shipment for the repaired or replaced part(s), or for the balance of its original Warranty Period, whichever is longer.

Transportation Cost

All freight charges associated with the Out of Warranty service process will be borne by the customer.

How to Obtain Warranty Service

To obtain warranty service for the product, you may contact your original place of purchase in accordance with its instructions, or contact MiTAC if you purchased from MiTAC directly.

- Go to MiTAC online Service center:
<https://datacentersolutions.mitacmct.com/service-center>
 - [Create a ticket](#) to get technical support or claim warranty
 - If you need to talk to an agent of the MiTAC Service center, please use the [Help Desk](#) to access Chat or Web-Call. In some limited countries, we offer a hot line for phone calls as well.
- Check your warranty coverage:
<https://datacentersolutions.mitacmct.com/warranty>
 - MiTAC products sold as part of a computer system are covered by the system manufacturer, not by MiTAC.
 - Contact your system manufacturer or place of purchase for information about your warranty options.
 - If the Product was purchased from Intel, warranty service is covered by Intel. [Intel's support website](#) can be used to check your warranty coverage.

The information required includes, but is not limited to, the product model, part number, serial number, MiTAC invoice number, shipping date, and possibly photographs of the broken part(s).

Upon MiTAC verification that the product is eligible for warranty service, you will be issued a Return Material Authorization (RMA) number and provided with instructions for returning the Product to the designated MiTAC Service center. When you return the Product to the MiTAC Service center, you must include the RMA number on the outside of the package. MiTAC will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package. You must deliver the returned Product to the designated MiTAC service center in the original or equivalent packaging, with shipping charges pre-paid, and assume the risk of damage or loss during shipment. Freight charges and/or handling fees may apply if the Product for which you are requesting warranty services is determined by MiTAC to be (a) not defective, or (b) damaged due to external causes, including accident, problems with electrical power, abnormal mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, remark, repair, improper installation, or improper testing.

Disclaimer of Warranty

Except as specified in this Warranty, MiTAC disclaims all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts; the above limitations may not apply.

Any dismantling or repair by anyone other than MiTAC's authorized Service Center will void this Warranty unless authorized by MiTAC Service center in advance.

Limitation of Liability

MiTAC's liability regarding the Products under this Warranty, or any other warranty, implied or express, is limited to repair or replacement. In no event will MiTAC be liable for direct, indirect, special, incidental, or consequential damages however caused and regardless of the theory of liability including, but not limited to, lost profits, downtime, goodwill, damage to or replacement of equipment and property, and any costs of recovering, reprogramming, or reproducing any document or data stored in or used with a system containing this Product, even if MiTAC has been advised of the possibility of such damages or liability. MiTAC's entire liability under this Warranty shall be limited to the actual value of the Products at the time of being returned back to MiTAC for repair or replacement less a reasonable amount for usage, as determined by MiTAC in its sole discretion. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages thus the above limitation may not apply.

Force Majeure

MiTAC shall not be liable for any alleged loss or damages resulting from delays in performance due to acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, energy crisis, unavailability of supplies, strike, labor trouble, war, riot, accident, material shortage, delay in transportation, or any other causes beyond MiTAC's reasonable control.

Complete Agreement

This Warranty is complete, final and exclusive between MiTAC and the customer/purchaser with respect to quality or performance of the Products and any and all warranties and representations. THIS WARRANTY SETS FORTH ALL MiTAC'S RESPONSIBILITIES REGARDING THE PRODUCT.