

Cray Hardware Product Warranty Terms

Coverage

This Cray Limited Warranty gives you, the end-user customer, express limited warranty rights from Cray for Cray branded hardware products and components thereof (collectively "Cray Hardware Components"). This Cray Limited Warranty applies only to Cray Hardware Components sold by Cray Inc., its subsidiaries, affiliates, authorized resellers, or authorized distributors where applicable purchase documents include or reference this Cray Limited Warranty. This Cray Limited Warranty begins upon shipment of the Cray Hardware Components and extends for a period of 13 months. Shipment is deemed to occur when the Cray Hardware Components leave the Cray manufacturing or originating facility for transit to your location. For customer purchased upgrades to existing Cray Hardware Components, this Cray Limited Warranty will extend to the newly installed Cray Hardware Components for a period of 13 months following shipment of the upgraded Cray Hardware Components. The term "Cray Hardware Component" is limited to the hardware only. This Cray Limited Warranty does not cover, address, include, or provide any support or warranty obligation for software, including updates, or non-Cray branded products, even if sold, delivered, or installed by Cray.

Warranty Repair or Replacement

During the term of this Cray Limited Warranty, Cray agrees to, at its sole discretion, to repair or replace Cray Hardware Components that suffer a complete failure in operation during the term of this Cray Limited Warranty. This Cray Limited Warranty only applies to the defective component that leads to complete failure of a Cray Hardware Product and not necessarily replacement of an entire Cray Hardware Product. This Cray Limited Warranty does not provide for correction, remedy, or warranty of performance issues, only complete failure of a Cray Hardware Product. To initiate a request for repair or replacement under this Cray Limited Warranty, you must initiate a warranty request through CrayPort, Cray's online user resource. Cray will respond to your initiated warranty requests during normal business hours in your geographic location but Cray makes no guarantee or commitment as to any specific response time. You must be available on a reasonable basis to discuss the nature of warranty claim and support local diagnostic procedures to determine extent of failure of a Cray Hardware Component. After the failure is confirmed by the Cray technical representative, a replacement order is processed. A prepaid return label will be included with this shipment. After the replacement part is received by the customer, it is the responsibility of the customer to ship the failed part back at customer expense and ensure safe arrival at the designated Cray facility. The customer should re-use the packaging material that came with the advance replacement part for ease of return. Once the returned part is received at the designated Cray facility, the case is updated, the part number is verified and the case is closed. If the defective part is not returned after 15 business days from the time the replacement part is delivered to the customer, Cray may invoice the customer for the replacement part and the customer is responsible for immediate payment for the non-returned part.

Damage as a result of shipping is not covered under the terms of this Cray Limited Warranty and you may address such damage with your chosen shipper. Cray will use reasonable efforts to send a replacement component to you in a reasonable timeframe; however, Cray makes no guarantee or commitment as to any specific repair or replacement timeframe. Shipment of the replacement component to you will be at Cray expense using means of transport selected by Cray. Installation of the repaired or replaced component is your responsibility. Cray's obligation to repair or replace failed Cray Hardware Components ends upon the expiration of the term of this Cray Limited Warranty.

All Cray Hardware Components returned to Cray under this Cray Limited Warranty that are not subject to repair become the property of Cray.

This Cray Limited Warranty does not provide for any on-site presence or support by Cray. Any on-site support or presence that may be required or requested by Customer to remedy any issue with Cray Hardware Products will require separate contract action based upon Cray's prevailing time and materials labor rates.

Warranty Exclusions and Limitations

THIS CRAY LIMITED WARRANTY DOES NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, OPERATION OUTSIDE CRAY'S ENVIRONMENTAL AND SITE SPECIFICATIONS FOR THE CRAY HARDWARE PRODUCTS, SERVICES NOT PERFORMED OR AUTHORIZED BY CRAY (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH SYSTEM INSTRUCTIONS, NORMAL WEAR AND TEAR, DAMAGE INCURRED DURING SHIPPING TO CRAY, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE CRAY HARDWARE PRODUCTS.

Cray does not warrant that the Cray Hardware Components will operate uninterrupted, be error free, conform to any reliability or performance standards, or will meet your needs or requirements. THE CRAY HARDWARE PRODUCTS ARE PROVIDED SOLELY AS IS; AND CRAY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CRAY HARDWARE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF OTHERS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF CUSTOM, USAGE OF TRADE, OR COURSE OF DEALING. CRAY HAS NO LIABILITY OR RESPONSIBILITY FOR LOSS OF OR DESTRUCTION OF DATA. YOU ARE RESPONSIBLE FOR THE SELECTION OF ANY HARDWARE, SYSTEM, AND SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS.