

NetApp – Storage Products (hardware and software)

NetApp Warranty Policy

NetApp will provide the warranty service and optional maintenance for equipment that will be available for purchase on the Master Agreement. The standard warranty can be augmented by purchasing NetApp's SupportEdge services that provides extended warranties for hardware and software. The warranty service for the NetApp data storage product line includes:

- **Hardware Warranty.** NetApp warrants that the Hardware will materially conform to the Documentation for a period of three (3) years from the date of delivery, unless otherwise specified in the applicable Documentation ("Hardware Warranty Period"). In the event of any material nonconformity in the Hardware during the Hardware Warranty Period that is reproducible and verifiable, NetApp will, in its sole discretion and at its own expense, repair or replace the Hardware, or refund amounts received by NetApp for the non-conforming Hardware. Replacement parts will be warranted for the remainder of the Hardware Warranty Period in effect for the original Hardware purchased, unless otherwise mandated by applicable law.
- **Software Warranty.** NetApp warrants for a period of 90 days from date of first delivery of the Software or such other minimum period required under applicable law ("Software Warranty Period") that (a) the Software will materially conform to the then-current Documentation; and (b) the Software media will be free from physical defects. NetApp does not warrant that Customer's use of the Software will be error-free or uninterrupted. In the event of any material nonconformity in the Software during the Software Warranty Period that is reproducible and verifiable, NetApp will, in its sole discretion and at its expense, repair or replace the Software, or refund the amounts received by NetApp for the nonconforming Software. This warranty does not cover software, other items, or any services provided by persons other than NetApp or a NetApp authorized distributor, reseller or partner. For the purposes of this section, if Software is pre-installed on the Hardware, delivery is made pursuant to the applicable trade term specified on the quotation or as agreed to by NetApp. If the Software is not pre-installed on the Hardware, then delivery is made when NetApp makes the enabling key available to a Customer or, if an enabling key is not required, otherwise makes such Software available for download or use by the Customer. Software that is obtained for use solely in conjunction with a NetApp Cloud Provider's services is provided "AS IS" and without warranty of any kind. Customer assumes all risks arising from the use of the Software together with a NetApp Cloud Provider's offering.
- **Limitations.** NetApp will not be liable under this warranty for claims arising from Customer's, Customer's subcontractor's, or any unauthorized third person's misuse, neglect, improper installation or testing, attempts to repair, or any other cause beyond the range of the intended use. The Hardware warranty will become void if a Hardware component is installed as an add-on to or replacement for the original Hardware, without NetApp's prior written approval. The Software warranty will become void if the Software is modified or otherwise used in violation of the Software license terms except as authorized in writing by NetApp.
- **Exclusive Warranties.** To the extent permitted by applicable laws, the foregoing warranties are customer's sole and exclusive warranties and remedies. NetApp specifically disclaims the implied warranties of merchantability, title, fitness for a particular purpose and non-infringement.