



HARDWARE TERMS

These Hardware Terms (“Hardware Terms”) set forth the direct terms and conditions governing Customer’s acquisition of Hardware and Third-Party Branded Hardware whether acquired directly from NetApp or indirectly from a NetApp Partner, and supplement the General Terms (posted on the [How to Buy Site](#)). These Hardware Terms (and the General Terms) exclusively govern NetApp’s provision of Hardware unless Customer has a separate written agreement with NetApp that specifically governs such provision of Hardware. To the extent that there is any conflict between the terms set forth in these Hardware Terms and those set forth in the General Terms, these Hardware Terms control and take precedence. Capitalized terms not defined in these Hardware Terms have the same meaning as in the General Terms.

1. DIRECT PURCHASE TERMS

This Section applies only to Orders for Hardware that Customer places directly with NetApp.

- 1.1 **Title and Risk of Loss.** Title and risk of loss or damage to any Hardware (and Third-Party Branded Hardware) ordered by Customer will pass to Customer upon delivery of the Hardware (and Third-Party Branded Hardware) according to the applicable trade term as specified on the NetApp price quotation or as otherwise agreed to by NetApp in writing on a case-by-case basis. If Customer places an order for Hardware with a Partner, title and risk of loss will be set forth in the order between Customer and Partner.
- 1.2 **Acceptance.** Customer will be deemed to have accepted Hardware (and Third-Party Branded Hardware) upon delivery unless the parties agree otherwise in writing signed by authorized representatives of both parties.

2. EMBEDDED SOFTWARE

The Software licenses associated with any embedded Software in purchased Hardware is set forth in the Software Terms available on the [How to Buy Site](#).

3. WARRANTY

- 3.1 **Warranty.** NetApp warrants that the Hardware will materially conform to the Documentation for a period of three years from delivery, unless otherwise specified in the applicable Documentation (“Hardware Warranty Period”). In the event of any material non-conformity 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 the 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.
- 3.2 **Exclusive Warranty.** TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE FOREGOING WARRANTY AND REMEDY SET FORTH IN THIS SECTION IS CUSTOMER’S SOLE AND EXCLUSIVE WARRANTY AND REMEDY. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE HARDWARE TERMS, NETAPP MAKES NO OTHER WARRANTIES AND SPECIFICALLY DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 3.3 **Limited Support.** During the Hardware Warranty Period (as well as any extended hardware warranty period that is available and purchased by Customer), NetApp will support the applicable Hardware in accordance with the service description set forth at: [Support During Hardware Warranty and Extended Hardware Warranty Periods](#).

4. THIRD-PARTY BRANDED HARDWARE

For clarity, the license terms and warranty set forth in these Hardware Terms do not apply to Third-Party Branded Hardware purchased by Customer under these Hardware Terms. NetApp will, to the extent permissible, pass through or otherwise facilitate making available to Customer any Third-Party Branded Hardware warranty terms available from the vendor to the Customer.

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