



SERVER PRODUCTS LIMITED WARRANTY

SCOPE OF WARRANTY. Server Products Inc. (“Server Products”) warrants that, for a period of two (2) years from the date of purchase (the “Warranty Period”), the equipment manufactured by it will be free from defects in workmanship and materials provided the equipment is used in the manner and in the environment for which they were manufactured.

DISCLAIMERS AND LIMITATIONS. OTHER THAN AS SET FORTH ABOVE, SERVER PRODUCTS SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE OR USE. This warranty does not extend to repairs or alterations undertaken without the prior written consent of Server Products or for goods that are misused, abused or neglected or if the goods are not properly stored, maintained, installed or operated. SERVER PRODUCTS SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THE GOODS OR ARISING OUT OF ANY BREACH OF THIS WARRANTY; INCLUDING BUT NOT LIMITED TO DAMAGE TO PROPERTY OR LOSS OF PROFITS OR REVENUE.

CLAIMS ADMINISTRATION. All warranty claims must be made by calling our customer service department for a return authorization during the Warranty Period and any alleged defective unit must be returned to Server Products factory, freight prepaid. Upon receipt of any defective unit, Server Products, at its option, may either: (i) replace any equipment proved to be defective, (ii) remedy or repair such defect or (iii) refund the purchase price of the defective equipment in the form of a credit applicable to future purchases. Server Products obligation and Buyer’s sole remedy will be limited to these options. In the case of units or parts purchased by Server Products from a third-party supplier, Server Products’ obligation and Buyer’s sole remedy against Server Products or Server Product’s suppliers shall not exceed the settlement which Server Products is able to obtain from its supplier.