

# UNICOM Engineering Limited Warranties and Liability

## Integrated Servers and Distributed Components

**Integrated Server Products:** UNICOM Engineering warrants that its Integrated Server and Appliance Product(s) (“Integrated Products”) will, for a period of two years, measured from the date of shipment of the Integrated Product, (i) conform to and perform in accordance with the applicable Integrated Product Specifications under normal use and operation; (ii) and be free from defects in materials and workmanship. UNICOM Engineering’s warranties shall survive inspection, test, acceptance and payment. Repaired Integrated Product(s) shall be warranted for the longer of ninety (90) days or the balance of the original Integrated Product(s) warranty.

**ATA and SATA Hard Drives:** UNICOM Engineering warrants for a maximum warranty period of one (1) year regardless of the warranty period for the product in which they are installed.

**Third Party Integrated Platforms:** In the case of systems manufactured by a third party but sold by UNICOM Engineering, (to include, but not limited to Dell, HP, Sun and IBM) UNICOM Engineering offers no warranty, however, UNICOM Engineering passes on the manufacturer’s warranty and will assist in expediting the service and repair of those systems by the manufacturer for our customers.

**Distributed Component Parts:** UNICOM Engineering warrants that the Distributed Component Parts (“Components”) sold by it will be free from defects in material and workmanship under proper, normal use and service for a Warranty Period of 30 days from the date of shipment by UNICOM Engineering. After expiration of the UNICOM Engineering 30-day warranty-period, UNICOM Engineering will assist, if necessary, the obtaining of an RMA from the component part manufacturer.

**Exclusive Remedy:** Customers’ exclusive remedy and UNICOM Engineering’s sole liability is that UNICOM Engineering will remedy, repair or replace any Integrated Product or Component that fails during the Warranty Period. UNICOM Engineering shall provide warranty support by following the procedures described in UNICOM Engineering Support and Maintenance Playbook document set forth on the UNICOM Engineering website. If UNICOM Engineering determines that the Integrated Products or Components are not defective within the terms of the warranty, the Customer will pay UNICOM Engineering all costs of handling, inspection and repair at UNICOM Engineering’s then current charges. The Customer agrees that parts utilized in warranty services may be remanufactured and/or refurbished and may be the same or a later version which performs substantially the same function as the one being replaced.

**Limitations:** The above warranties extend only to Customer and are contingent upon proper use of the Integrated Products and/or Components. The warranties will not apply to any failure caused by: (i) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; fluctuations in electrical power beyond UNICOM Engineering specifications; failure of air conditioning or humidity control; (ii) use of the Integrated Products or Components with any equipment or software not furnished by UNICOM Engineering; or (iii) installation, alteration or repair of the Integrated Products or Components by anyone other than UNICOM Engineering.

### Procedures:

If the customer wishes to request an RMA for an Integrated Product or Component, the customer must contact UNICOM Engineering Technical Support Department and provide the following:

- Customer Name
- Product Number and Description
- Original Invoice Number
- Serial Number
- Description of Problem



UNICOM Engineering Technical Support is available from 8 AM to 8 PM, Eastern Time, Monday through Friday, excluding UNICOM Engineering recognized holidays.

**Integrated Products** that incur failure within 30 days of initial shipment will be classified as Early Service Failures (ESF) and will be advanced replaced with new or refurbished inventory at UNICOM Engineering's discretion per the terms of the Replacement Products clause below. The customer may alternatively choose depot level repair.

**Component Failures:** Components (Individual parts that are not integrated by UNICOM Engineering) that incur failure within 30 days of initial shipment from UNICOM Engineering will be classified as ESF and may be replaced with new or refurbished product, or processed as a depot level repair at UNICOM Engineering's discretion.

**Replacement Products:** If an RMA is issued as ESF and the customer has credit terms (with no past due invoices), a replacement Product (Integrated Product or Component) will be sent freight paid by UNICOM Engineering via ground transportation as soon as possible after the RMA has been issued. The customer account will be credited upon receipt by UNICOM Engineering of the defective Product. In the event that the defective product is not returned to UNICOM Engineering within 30 days after the RMA has been issued, the customer is responsible for payment in full for both the defective and the replacement units. Returned products that have been classified as ESF will be repaired or replaced and returned to inventory for use as new.

For COD or Credit Card customers, a replacement part will only be sent after receipt by UNICOM Engineering of the defective Product. If an immediate replacement part is desired, UNICOM Engineering will consider shipping an advance replacement part on a COD or credit card charge basis. In such case, a refund check or credit card credit will be processed upon receipt of the defective Product or Component at UNICOM Engineering. All replaced Products or Components shall be the property of UNICOM Engineering, on an exchange basis. All shipping and insurance costs to return the parts to UNICOM Engineering will be paid by the customer.

UNICOM Engineering offers various service and support uplift programs, which enhance this warranty and are described in detail in the UNICOM Engineering Support and Maintenance Playbook document set forth on the UNICOM Engineering website. In addition, a more detailed description of warranty and service procedures and offerings can be found in the UNICOM Engineering Support and Maintenance Playbook.

**DISCLAIMER: EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS DOCUMENT UNICOM Engineering DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY PRODUCTS OR SERVICES FURNISHED BY IT.**

**LIMITATION OF LIABILITY: IN NO EVENT SHALL UNICOM ENGINEERING BE LIABLE FOR ANY LOST OR ANTICIPATED PROFITS OR SAVINGS, OR ANY INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, AND WHETHER OR NOT UNICOM Engineering WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNICOM ENGINEERING TOTAL LIABILITY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE ACTUAL DOLLAR AMOUNT UNICOM ENGINEERING RECEIVED FROM CUSTOMER FOR THE PRODUCTS DIRECTLY INVOLVED IN THE CAUSE OF ACTION.**

#### CONTACT INFORMATION:

**UNICOM Engineering**  
25 Dan Road, Canton, MA 02021  
Telephone: +1 (781) 332-1000

**OR** 3501 E. Plano Parkway, Plano, TX 75074  
Telephone: (800) 977-1010 (USA) **OR** +1 (972) 633-3400 (*Local and International*)  
Technical Support: (800) 977-4002 (USA) **OR** +1 (972) 673-1300 (*Local and International*)  
Email: [support@unicomengineering.com](mailto:support@unicomengineering.com)  
Web: [www.unicomengineering.com](http://www.unicomengineering.com)  
Portal: <http://www.my-nei.com>

 [sales@unicomengineering.com](mailto:sales@unicomengineering.com)

 [unicomengineering.com](http://unicomengineering.com)

 [twitter.com/UNICOMEng](https://twitter.com/UNICOMEng)

 [facebook.com/UNICOMEng](https://facebook.com/UNICOMEng)

 +1 800.977.1010

 [linkedin.com/company/unicomengineering](https://linkedin.com/company/unicomengineering)