

# **Worldwide Limited Warranty and Technical Support Industry Standard Server Products**

## **General Terms**

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This Limited Warranty applies to HP branded and Compaq branded hardware products (collectively referred to in this Limited Warranty as “HP branded products”) sold by or leased from Hewlett-Packard Company or Compaq Computer Corporation, a wholly owned subsidiary of the Hewlett-Packard Company in the United States, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as “HP”) with this Limited Warranty. This Limited Warranty is applicable in all countries and may be enforced in any country where HP or its authorized service providers offer warranty service subject to the terms and conditions set forth in this Limited Warranty. However, warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase. Despite

anything to the contrary in this Limited Warranty statement, to the extent that you seek enforcement of this Limited Warranty from HP or its subsidiaries or affiliates, this warranty is offered and will be honored only by Hewlett-Packard Company (or the HP legal entity that has jurisdiction over the country in which you are located), but the warranty exclusions and limitation of liabilities apply to all of HP, as defined above.

HP warrants that the HP hardware product and all the internal components of the product that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your HP branded hardware is required within the Limited Warranty Period. This Limited Warranty extends only to the original purchaser or lessee of this HP branded product and is not transferable to anyone who obtains ownership of the HP branded product from the original purchaser or lessee.

HP products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Replacement parts may be new or equivalent to new. Replacement parts are warranted to be free from defects in materials or workmanship for thirty (30) days or for remainder of the Limited Warranty Period of the HP hardware product in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will repair or replace the defective component parts or the hardware product. All component parts or hardware products removed under this Limited Warranty become the property of HP. The replacement part or product takes on the Limited Warranty status of the removed part or product, or the thirty (30) day limited warranty of the replacement part. In the unlikely event that your HP product has a recurring failure, HP, at its discretion, may elect to provide you with a replacement unit of HP's choosing that is at least equivalent to your HP branded product in hardware performance. HP reserves the right to elect, at its sole discretion, to give you a refund of

your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY COMPAQ OR HP WHEN THE PRODUCT IS MANUFACTURED.

HP does not warrant that the operation of this product will be uninterrupted or error-free. HP is not responsible for damage that occurs as a result of your failure to follow the instructions that came with the HP branded product.

This Limited Warranty does not apply to expendable parts. This Limited Warranty does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by the use of parts not manufactured or sold by HP; or (d) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of end-user replaceable HP parts or HP approved parts if available for your product in the servicing country.

These terms and conditions constitute the complete and exclusive warranty agreement between you and HP regarding the HP branded product you have purchased or leased. These terms and conditions supersede any prior agreements or representations—including representations made in HP sales literature or advice given to you by HP or an agent or employee of HP—that may have been made in connection with your purchase or lease of the HP branded product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

## **Limitation of Liability**

IF YOUR HP BRANDED HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

HP IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

## Options and Software

HP warrants that the HP option you have purchased from HP or from an HP authorized reseller is free from defects in material or workmanship under normal use for the period specified in Warranty Period Table 2, or for the remaining warranty period of the HP hardware product in which the option is installed, whichever period is longer, but not to exceed a total of three (3) years from the date of purchase of your HP option. The warranty period starts on the date of purchase from HP or from an HP authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase date.

Non-HP hardware products are provided “AS IS.” However, non-HP manufacturers or suppliers may provide their own warranties directly to you.

**HP DOES NOT WARRANT SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY COMPAQ OR HP.** If the removable media on which HP distributes the software proves to be defective in material or workmanship during the warranty period of one (1) year from the date of purchase, your sole remedy shall be to return the removable media to HP for replacement. HP’s only obligations with respect to software distributed by HP under the HP or Compaq brand name are set forth in the applicable end-user license or program license agreement.

# Warranty Period

**Table 1: Server Products**

Server Products	Year 1	Year 2	Year 3
NeoServer	Parts, Carry-in	–	–
HP server tc2120	Parts, On-site 1BD	–	–
ProLiant BL e-Class server blades <sup>1</sup>	Parts only 1BD <sup>2</sup>	–	–
ProLiant BL e-Class server blade enclosures, interconnect trays	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
ProLiant BL p-Class server blades, server blade enclosures, interconnects, power enclosures, power distribution, diagnostic stations	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
ProLiant CL packaged clusters	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
ProLiant DL320	Parts, On-site 1BD	Parts only 5BD <sup>2</sup>	Parts only 5BD
ProLiant ML330e	Parts, On-site 1BD	Parts only 5BD	Parts only 5BD
ProLiant ML310 ProLiant ML330 G2	Parts, On-site 1BD	–	–
ProLiant ML770	Parts, On-site 1BD	–	–
All other ProLiant models	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
Prosignia servers	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD
TaskSmart servers	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD

*continued*

**Table 1: Server Products** *continued*

<p><b>Notes</b></p> <p><sup>1</sup>ProLiant BL e-Class server blades do not take on the warranty attributes of the server blade enclosure.</p> <p><sup>2</sup>Targeted response time for service is next business day (1BD), based on standard office hours in the country where the call is placed. Next business day warranty service is based on commercially-reasonable best effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Targeted response time for parts is 1 to 5 business days (5BD).</p> <p>HP Parts Warranty covers free replacement of defective parts only.</p>
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**Table 2: Option Products**

<b>Option Products</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Batteries	Parts only 5BD <sup>1</sup>	–	–
Cables	Parts only 5BD	–	–
Disk Drive Enclosures	Parts only 5BD	Parts only 5BD	Parts only 5BD
Hard Disk Drives (ATA)	Parts only 5BD	–	–
Hard Disk Drives (SCSI)	Parts only 5BD	Parts only 5BD	Parts only 5BD
Host Bus Adapters	Parts only 5BD	Parts only 5BD	Parts only 5BD
Memory	Parts only 5BD	–	–
Network Adapters (NIC)	Parts only 5BD	–	–
Optical Drives	Parts only 5BD	Parts only 5BD	Parts only 5BD
Power Protection and Management	Parts, Carry-in, On-site 1BD <sup>1</sup>	Parts only 5BD	Parts only 5BD
Racks and Rack Accessories	Parts only 5BD	Parts only 5BD	Parts only 5BD
Smart Array Shared Storage <sup>2</sup>	Parts, On-site 1BD	Parts, On-site 1BD	Parts, On-site 1BD

*continued*

**Table 2: Option Products** *continued*

<b>Option Products</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
Storage Array Controllers <sup>2</sup>	Parts only 5BD	Parts only 5BD	Parts only 5BD
<b>Notes</b>			
<p><sup>1</sup>Targeted response time for service is next business day (1BD), based on standard office hours in the country where the call is placed. Next business day warranty service is based on commercially-reasonable best effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Targeted response time for parts is 1 to 5 business days (5BD).</p> <p><sup>2</sup>Server-attached storage products from the HP Industry Standard Server business unit. Refer to the Storage Products warranty for coverage of StorageWorks storage products and options. HP Parts Warranty covers free replacement of defective parts only.</p>			

## Types of Warranty Service

Your HP Limited Warranty consists of repair or replacement of defective parts, including options identified by Intelligent Manageability software as “prefailure.”

### On-site Warranty Service

Your HP Limited Warranty service may include on-site labor to repair your hardware (see Warranty Period Tables 1 and 2). HP provides on-site service during standard office hours. Standard office hours are typically 8:00 AM to 5:00 PM, Monday through Friday, but may vary with local business practices. If your location is outside the customary service zone, response time may be longer or there may be an additional charge.

### Carry-in Warranty Service

Under the terms of carry-in service, you may be required to deliver your HP product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product. In addition, you are responsible for insuring any product shipped or returned. You assume risk of loss during shipping.



## End-User Replaceable Parts Program

In the countries where it is available, the End-User Replaceable Parts program ships approved replacement parts directly to you to fulfill your warranty. This will save considerable repair time. For contact information please refer to [www.compaq.com/support](http://www.compaq.com/support) to obtain the country-specific phone number for technical support. After you call the technical support number applicable for your country, a replaceable part can be sent directly to you. Once the part arrives, call the Technical Support Center. A technician will assist you over the phone to ensure that the installation is quick and easy.

## Warranty Transfer to Another Country

Products may be purchased in one country and transferred to another country, where HP has a service presence, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country to country. A customer may be required to provide product-specific information, in accordance with the Global Warranty Notification process, prior to moving the products. The required information ensures that HP is prepared to provide the required level of warranty service in the destination country and that the product is designed to work in the destination country. Contact HP or your local HP authorized reseller, or refer to the website at [www.compaq.com/support/warranty\\_upgrades/global\\_warranty.html](http://www.compaq.com/support/warranty_upgrades/global_warranty.html) to begin the Global Warranty Notification process prior to transferring HP products to another country.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Products may be covered by export controls issued by the United States or other governments.

## Service Upgrades

HP Services offers additional coverage beyond your basic warranty. These services are flexible and targeted to provide the right level of support to meet the needs of a full range of IT environments. They provide:

- Protection against downtime
- Committed response times
- Installation and Start-up support
- A single source of experts to help with your hardware and software support requirements

For information on services upgrades, refer to [www.compaq.com/services/carepaq](http://www.compaq.com/services/carepaq).

## Contacting HP

- Online sources for obtaining services and information on your product are available at [www.compaq.com/support](http://www.compaq.com/support).
  - Software and Drivers: download the latest HP drivers, files, and utilities.
  - Reference Library: look up information for your product, including advisories, documentation, parts, and frequently asked questions.
  - Warranty Information and Service Upgrades: review warranty terms, look up the status of your existing warranty, and learn how to extend your coverage.
  - Enter questions or symptoms into the Ask search engine at [www.compaq.com/support/ask](http://www.compaq.com/support/ask).
  - Email Technical Support: [www.compaq.com/support/contact\\_compaq/index.html](http://www.compaq.com/support/contact_compaq/index.html)
  - Chat with one of our support specialists.
- Worldwide telephone numbers for Technical Support are available at [www.compaq.com/support/contact\\_compaq/index.html](http://www.compaq.com/support/contact_compaq/index.html).
- Be sure to have the following information available before you call:
  - Product serial number, model name, and model number
  - Applicable error messages
  - Add-on options

- Operating system
- Third-party hardware or software
- Detailed questions
- Proof of purchase and/or ownership

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