

COMPAQ

**PROLIANT, TASKSMART,
AND NEOSERVER PRODUCTS**

WORLDWIDE LIMITED WARRANTY STATEMENT

General Terms

This Limited Warranty applies to the Compaq brand name products sold with this Limited Warranty Statement. This Limited Warranty is applicable in all countries and may be enforced in any country where Compaq or its authorized service providers offer warranty service subject to the terms and conditions set forth in this Limited Warranty Statement. 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.

Compaq warrants that the Compaq product you have purchased from Compaq or from a Compaq authorized reseller is free from defects in materials or workmanship under normal use during the warranty period. The warranty period starts on the date of purchase from Compaq or from a Compaq authorized reseller. Your dated sales or delivery receipt, showing the date of purchase of the product, is your proof of the purchase date.

During the warranty period, Compaq will repair or replace the defective parts with new parts, or, at Compaq's discretion, used parts that meet or exceed performance specifications for new parts. All parts or products removed under this warranty become the property of Compaq. The replacement part or product takes on the warranty status of the removed part or product. In the unlikely event that your Compaq product has a recurring failure, Compaq, at its discretion, may elect to replace your product with a comparable product. This is your exclusive remedy for defective products.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information. Compaq is not responsible for damage to or loss of any programs, data, or removable storage media.

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 Compaq; or (d) by modification or service by anyone other than (i) Compaq, (ii) a Compaq authorized service provider, or (iii) your own installation of end-user replaceable parts if available for your product in the servicing country.

Limitation of Liability

Compaq is not liable for any damages caused by the product or the failure of the product to perform, including any lost profits, lost savings, incidental damages, or consequential damages. Compaq is not liable for any claim made by a third party or made by you for a third party.

This limitation 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 cannot be waived or amended by any person. This limitation of liability will be effective even if you have advised Compaq or an authorized representative of Compaq of the possibility of any such damages. This limitation of liability, however, will not apply to claims for personal injury.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, COMPAQ MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPAQ EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS WORLDWIDE LIMITED WARRANTY STATEMENT.

Some states or countries do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages for consumer products. In such states or countries, some exclusions or limitations of this Limited Warranty may not apply to you. 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

The warranty terms and conditions for Compaq options are as indicated in the Limited Warranty Statement applicable to Compaq options. Compaq's only obligations with respect to software distributed by Compaq under the Compaq brand name are set forth in the applicable end-user license or program license agreement. Non-Compaq hardware and software products are provided "AS IS." However, non-Compaq manufacturers, suppliers, or publishers may provide their own warranties directly to you.

Compaq Replaceable Parts Program

Where available, the Compaq Replaceable Parts program ships approved replacement parts directly to you to fulfill your warranty. This will save considerable repair time. After you call the Compaq Technical Support Center at **1.800.OK.COMPAQ**, a replaceable part can be sent directly to you. Once the part arrives, call the Compaq Technical Support Center. A technician will assist you over the phone to ensure that the installation is quick and easy.

Warranty Period

| Products | Warranty Service | Response Time * |
|--|---|------------------------|
| External Raid Systems: ESAxxxx RAxxxx Tape Libraries: TLxxx ESLxxxx UPS Options SAN HUB Options SAN Switch Options | 3 years parts exchange 1 year carry-in 1 year on-site labor | Next business day |
| Storage Options: Disk Drives Controllers Adapters Cabinets Power Supplies CD-ROM & DVD Drives DLT Drives Tape Loaders DAT & QIC Tape Drives | 3 years parts exchange | Next business day |
| Other: Tape Media Disk Packs Disk Cartridges Batteries | 1 year parts exchange (Return to Compaq) | Next business day |

* Compaq will respond on-site, at the customer's location, by the business day following the request for warranty service, based on the standard office hours in the country where the call is placed. Next Business Day Warranty Service is based on commercially-reasonable best efforts. 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. Contact your local Compaq service organization for response time in your area.

Types of Warranty Service

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

On-site Warranty Service

Under the terms of on-site service, a Compaq authorized service provider will service your product at your location. To locate the nearest Compaq authorized service provider, call **1.800.345.1518** (United States) or **1.800.567.1616** (Canada). Select the Reseller Locator option.

Carry-in Warranty Service

Under the terms of carry-in service, you may be required to deliver your Compaq 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.

Warranty Transfer to Another Country

Under the Compaq Global Warranty program, products may be purchased in one country and transferred to another country, where Compaq 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 Compaq Global Warranty Notification process, prior to moving the products. The required information ensures that Compaq 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 Compaq, your local Compaq authorized reseller, or refer to the website at www.compaq.com/support to begin the Compaq Warranty Notification process prior to transferring Compaq products to another country.

Compaq 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. Compaq service upgrades purchased in one country are not transferable to another country.

Service Upgrades

Compaq offers extra coverage for your product. For information on service upgrades, refer to **www.compaq.com**.

Service upgrades purchased in one country are NOT transferable to another country.

Contacting Compaq

- In the United States, refer to the Compaq website at **www.compaq.com**.

In Canada, refer to the Compaq website at **www.compaq.ca**.

- **1.800.OK.COMPAQ**

Toll-free technical support in the United States and Canada,
7 days a week, 24 hours a day

- Be sure to have the following information available before you call Compaq:

- Product serial number, model name, and model number
- Applicable error messages
- Add-on options
- Operating system
- Third-party hardware or software
- Detailed questions

- **1.800.345.1518 (United States)**

Toll-free access to PaqFax, which is a system for requesting and receiving technical information and much more through a facsimile machine

- **1.800.567.1616 (Canada)**
Toll-free access to general product information
- To post questions to Compaq Technical Support professionals or to download software files, refer to:
 - Compaq Support Forum: <http://forum.compaq.com>
 - Email address: support@compaq.com
 - Downloadable Compaq software: www.compaq.com/support
- Refer to the “Worldwide Telephone Numbers” booklet that came with your product.

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