

Limited Warranty for Intel® Desktop Boards, Intel® Mobile Boards and Intel® Workstation Boards

Subject to the exclusions and limitations contained herein, Intel warrants to the purchaser of the Product (defined herein as the Intel® Desktop Board, Intel® Mobile Board, or Intel® Workstation Board contained in this box and all of its various components, but excluding stand-alone semiconductor component products (including but not limited to processors and chipsets) and software delivered with or as part of the Product) in its original sealed packaging (“Original Purchaser”) as follows: if the Product is properly used and installed, it will be free from defects in material and workmanship and will substantially conform to Intel’s publicly available specifications for a period of three (3) years beginning on the date the Product was purchased in its original sealed packaging. This Limited Warranty applies only when the Product is evaluated with an Intel microprocessor. SOFTWARE OF ANY KIND DELIVERED WITH OR AS PART OF THE PRODUCT IS EXPRESSLY PROVIDED “AS IS” UNLESS SPECIFICALLY PROVIDED FOR OTHERWISE IN ANY SOFTWARE LICENSE ACCOMPANYING THE SOFTWARE.

If the Product which is the subject of this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, Intel, at its option, will:

- **REPAIR** the Product by means of hardware and/or software; OR
- **REPLACE** the Product with another product, OR, if Intel is unable to repair or replace the Product,
- **REFUND** the then-current value of the Product at the time a claim for warranty service is made to Intel under this Limited Warranty.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCIAL OR LOCAL LAW, APPLY ONLY TO YOU AS THE ORIGINAL PURCHASER OF THE PRODUCT.

EXTENT OF LIMITED WARRANTY

Intel does not warrant that the Product, whether purchased stand-alone or integrated with other products, including without limitation semi-conductor components, will be free from design defects or errors known as “errata.” Current characterized errata are available upon request. Further, this Limited Warranty does NOT cover:

- any costs associated with the replacement or repair of the Product, including labor, installation or other costs incurred by you, and in particular, any costs relating to the removal or replacement of any Product soldered or otherwise permanently affixed to any printed circuit board or integrated with other products; OR
- damage to the Product due to external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR
- any Product which has been modified or operated outside of Intel’s publicly available specifications or where the original product identification markings (trademark or serial number) has been removed, altered or obliterated from the Product.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service for the Product, you may contact your original place of purchase in accordance with its instructions or you may contact Intel.

To request warranty service from Intel, you must contact the Intel Customer Support (“ICS”) center in your region within the warranty period during normal business hours (local time), excluding holidays and return the Product and all of its various components to the designated ICS center. You may be charged a \$25.00 per incident fee (USA only) for technical support inquiries related to the Product. (See below for information on how to contact ICS in your region.) Please be prepared to provide: (1) your name, mailing address, email address, telephone numbers and,

in the USA, valid credit card information; (2) proof of purchase; (3) model name and product identification number found on the Product; and (4) an explanation of the problem. The Customer Service Representative may need additional information from you depending on the nature of the problem.

Upon ICS's verification that the Product is eligible for warranty service, you will be issued a Return Material Authorization ("RMA") number and provided with instructions for returning the Product to the designated ICS center. When you return the Product to the ICS center, you must include the RMA number on the outside of the package. Intel will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package. You must deliver the returned Product to the designated ICS center in the original or equivalent packaging, with shipping charges pre-paid, and assume the risk of damage or loss during shipment. Freight charges and/or handling fees may apply if the Product for which you are requesting warranty services was not sold via authorized distribution in your country/region, or if upon Intel's inspection of the Product, it was determined that (a) the Product was not defective or (b) the damage to the Product is due to external causes, including accident, problems with electrical power, abnormal, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, remark, repair, improper installation, or improper testing. (For a definition of country/region, contact the ICS center in your region or go to www.intel.com/support.)

Intel may elect to repair or replace the Product with either a new or reconditioned Product or components, as Intel deems appropriate. The repaired or replaced product will be shipped to you at the expense of Intel within a reasonable period of time after receipt of the returned Product by ICS. The returned Product shall become Intel's property on receipt by ICS. The replacement product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer. If Intel replaces the Product, the Limited Warranty period for the replacement Product is not extended.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND INTEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. **Some states (or jurisdictions) do not allow the exclusion of implied warranties so this limitation may not apply to you.** ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. **Some states (or jurisdictions) do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.**

LIMITATIONS OF LIABILITY

INTEL'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, INTEL IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH A SYSTEM CONTAINING THE PRODUCT), EVEN IF INTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. **Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION.

ANY CLAIM OR DISPUTE ARISING UNDER OR RELATING TO THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE FOLLOWING LAWS AND ADJUDICATED IN THE FOLLOWING FORUMS: FOR THE UNITED STATES OF AMERICA, CANADA, AND LATIN AMERICA, INCLUDING MEXICO, THE APPLICABLE LAW SHALL BE THE STATE OF DELAWARE, USA WITHOUT REFERENCE TO ITS CONFLICT OF LAW PRINCIPLES, AND THE FORUM SHALL BE SANTA CLARA, CALIFORNIA, USA; FOR AUSTRALIA AND ASIA, EXCLUDING JAPAN, THE APPLICABLE LAW SHALL BE THAT OF SINGAPORE AND THE FORUM SHALL BE A COURT OF COMPETENT JURISDICTION LOCATED IN SINGAPORE; FOR JAPAN, THE APPLICABLE LAW SHALL BE THAT OF JAPAN AND THE FORUM SHALL BE THE TOKYO DISTRICT COURT; AND FOR EUROPE AND THE REST OF THE WORLD, THE APPLICABLE LAW SHALL BE THAT OF ENGLAND AND WALES AND THE FORUM SHALL BE A COURT OF COMPETENT JURISDICTION LOCATED IN LONDON, ENGLAND.

IN THE EVENT OF ANY CONFLICT BETWEEN THE ENGLISH LANGUAGE VERSION AND ANY OTHER TRANSLATED VERSION(S) OF THIS LIMITED WARRANTY (WITH THE EXCEPTION OF THE SIMPLIFIED CHINESE VERSION), THE ENGLISH LANGUAGE VERSION SHALL CONTROL.