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May © 2014

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Introduction

NEC Corporation of America, "NECAM", offers one of the strongest warranty programs in the computer industry. This document will focus on the NECCare Standard/100 Warranty program for the Express5800/300 Series Fault Tolerant Servers.

Warranty Registration

For efficient service, register your system online at:

<http://www.necam.com/registration>

Upon receipt of the registration information, your new NEC product will be registered for NECCare Service as well as providing you with product updates and program information.

Program Highlights

NECAM's Standard NECCare Maintenance and Service Warranty Program offers you the following benefits:

- 3-Years Standard Hardware Warranty coverage
- 3-Years Customer Replacement Units (CRU) parts replacement after phone diagnosis.
 - Next business day response from time of dispatch.
 - If an authorized service technician has been suggested by NEC, the technician will be on site the following business day once a service call is deemed necessary following trouble-shooting efforts between the customer and NECAM.¹
- Toll-free hardware technical support in the U.S. and Canada, Monday thru Friday, 8a-5p (local time.) Includes Alaska, Hawaii and Puerto Rico.
 - 90 days telephone support for core software.
- Extended Maintenance Support Contract Coverage is available for purchase to extend to a maximum of 2 additional years support, for coverage of the servers maximum 5 year lifetime support.

¹ NECAM will use commercially reasonable best efforts to provide next business day advanced CRU and or on-site service provided call for support is received by 2:00pm, PST. NECAM is not responsible for service calls missed outside the control of NECAM. If your location is outside of a NECAM authorized third party provider's service coverage area, the response time may be longer and/or an additional travel charge may be assessed. In some cases, on-site service may not be available. All service response times are contingent upon parts availability. Customer must be able to sign and receive parts as requested by NEC.

Registered Limited Warranty

NEC Corporation of America warrants this Product to be free from defects in material and workmanship, and agrees to repair or replace any part of the enclosed unit that proves defective under these terms and conditions.

If service requires the replacement of any parts, components, or modules, the replacement items become the property of Customer and the replaced items become the property of NECAM. The warranty period for the Machine is from its original Date of Shipment from NEC, unless NEC notifies you otherwise.

NECAM may use new, used, serviceable, or reconditioned parts, components, or modules that are in good working order as replacements. Replacement items shall be of like kind and quality of those replaced. Spare parts are warranted for ninety (90) days. Server and Hard Disk Drive hardware warranty coverage is 3 years. Replacement cost for years 4 & 5 must be purchase at the cost of the customer unless an extended maintenance agreement has been purchased. Hard Drives must be purchased from NEC in order to be warranted and serviced by NEC.

If you do not register your Server with NECAM, you will be required to present proof of purchase as evidence of your entitlement for warranty service. Please retain your proof of purchase with your records.

Who is Protected?

This warranty may be enforced only by the original purchaser of the Product and is not transferable.

What is Covered and What is Not Covered?

Except as specified below, this warranty covers all defects in material or workmanship in this Product. The following are not covered by this warranty:

1. Any Product that is not distributed in the U.S.A. or Canada by NEC Corporation of America.
2. Any Product that has been removed from the U.S.A. or Canada.
3. Any Product on which the serial number has been defaced, modified, or removed.
4. Damage, deterioration, or malfunction resulting from:

- Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.
- Alteration, repair or attempted repair by anyone not authorized by NEC Corporation of America.
- Any shipment, re-shipment or physical movement of the Product (claims must be presented to the carrier.)
- Relocation, removal or installation or re-installation of the Product.
- Any other cause that does not relate to a Product defect.

5. Cartons, carrying cases, external cabinets, magnetic or digital tapes, or any accessories used in connection with the Product.

6. This warranty covers only NEC Corporation of America -supplied components. Service required as a result of third party components is not covered under this warranty, including third-party software even if it is distributed by NECAM.

What NEC Corporation of America Will and Will Not Pay For

NEC Corporation of America will pay labor and material expenses for covered items, but NEC Corporation of America will not pay for the following:

1. Removal or installation charges.
2. Payment of shipping related charge incurred in returning the Product for warranty repair.
3. Costs of initial technical adjustments (set-up), including adjustment of user controls.

How You Can Get Warranty Service

Express5800/300 Series Fault Tolerant NECCare Customers in the continental U.S. and Canada have one phone number to use when calling for technical support or hardware repair on their servers. Calls for initiating a repair request should be made by calling 1-877-632-0064. Be prepared to provide the Serial Number of your server to NEC for quick response.

For easy reference, write down your Serial Number here and keep this document in a safe and accessible location.

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When arranging for a hardware repair, you will speak with a trained technician. The technician will determine whether you have a hardware or software failure and then will provide you with the appropriate service options.

On-Site Service

If NECAM requires and authorizes on-site service for your repair, a qualified technician will arrive at your location on the Next Business Day from the time of dispatch. If you are located outside of a service coverage area, travel charges will be applied.

RMA (Return Material Authorization)

All parts or systems returned to NECAM must be accompanied with an RMA (Return Material Authorization) number. To obtain an RMA number for your products return, please contact NECAM's Technical Support line at 1-877-NEC-0064.

Limitation of Damages and Implied Warranties

NEC Corporation of America's sole liability for any defective product is limited to the repair or replacement of the product at our option. NEC Corporation of America shall not be liable for:

1. Damage to other property caused by any defects in this product, damages based upon inconvenience, loss of use of the product, loss of time or data, commercial loss; or
2. Any other damages of any kind.

NEC CORPORATION OF AMERICA MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS, ARE LIMITED IN DURATION TO THE TERM OF THE EXPRESS WARRANTY STATED HEREIN. LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER ANY WARRANTIES IS EXCLUDED TO THE EXTENT PERMITTED BY LAW.

Note: Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Some states do not allow limitations on how long an implied warranty lasts, so the above

limitation may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights that vary from state to state and province to province.

Note: All Products returned to NEC Corporation of America for service MUST have prior approval. This may be obtained by calling 1-877-632-0064.

This Product is warranted in accordance with the terms of this limited warranty. Consumers are cautioned that Product performance is affected by system configuration, software, the application, customer data, and operator control of the system, among other factors.

While NEC Corporation of America products are considered to be compatible with many systems, the specific functional implementation by the Customers of the product may vary.

Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NEC Corporation of America.

For more information, telephone 1-877-632-0064.

