

**Stratus Technologies**  
**ftServer® Products**  
**LIMITED RETURN-TO-FACTORY HARDWARE WARRANTY**

This Limited Hardware Warranty (“Warranty”) applies to the Stratus ftServer Products sold with this Warranty Statement only if you are the original purchaser of the Products and purchased them from Stratus or an authorized Stratus distributor or reseller. Stratus warrants that the Hardware Products will be free from defects in material and workmanship and conform to its specifications during the applicable Warranty Period described below.

Hardware Product	Warranty Period (From date of Stratus Shipment)
*ftServer Systems (Hardware Only)	1 Year
Add-on Hardware Components	90 Days
**Pass Through Hardware Products	“AS IS” from Stratus; direct Manufacturer’s warranty if transferable
*processing model and associated components ordered contemporaneously with and factory installed on the processing model	
**third party hardware is provided as a convenience to Customers.	

You must notify Stratus of any claimed defect within the applicable Warranty Period.

You must remove and install parts designated as “Customer Replaceable Units” or “CRUs” under the remote direction of Stratus or its Authorized Service Representative. For a list of CRUs, please refer to the Stratus Website at <http://www.stratus.com/go/support/ftserver/warrantyinfo>.

**Removal and installation of parts designated as Field Replaceable Units or “FRUs” by anyone other than Stratus, its authorized service representative, or by you if you have received FRU removal certification from Stratus, will void this Warranty. For a listing of FRUs, please refer to the Stratus Web Site at <http://www.stratus.com/go/services/ipb>. FRU removal and installation services are available from Stratus at its then current rates. FRU removal and installation certification training is available from Stratus in accordance with its then current rates and policies.** Stratus will replace defective FRUs on-site, on a schedule basis, during local business hours.

Unless otherwise stated, and to the extent permitted by local law, new Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Hardware Products may be repaired or replaced (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued.

Stratus reserves the right, at its option, to fulfill the Warranty obligations hereunder either directly or through its designee. All parts that are replaced under this Warranty become the property of Stratus, and any replacement part returned to you takes on the Warranty status of the replaced part.

Returned parts and Products may be inspected and tested and, if it is determined that the returned part or Product is not defective, you may be charged a restocking fee and billed for any freight charges.

This Warranty does not apply to any part the serial number of which has been altered or removed or any part that has been damaged or rendered defective as a result of: (1) its use with equipment or software not furnished by Stratus, or (2) the use of parts not manufactured or sold by Stratus or its authorized representatives, or (3) modification or alteration without Stratus’ prior written approval, or (4) accident, neglect, misuse, abuse or other external cause, or (5) exposure to conditions outside the range of environmental, power and operating specifications stated in the user documentation that shipped with the Product.

## **Warranty Support**

You must first contact Stratus, or the party from which you purchased your Stratus Product if other than Stratus, for return instructions prior to returning any defective part. You may also obtain return instructions or other Warranty information by contacting your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyreplace> or your local authorized Stratus service representative. Returned parts may be refused if you do not first obtain return instructions or if you fail to follow the return instructions provided to you. You are responsible for all shipping charges for returned parts. Stratus’ sole obligation and your exclusive remedy under this Warranty will be, at Stratus’ option, to repair or replace any parts

that are defective and returned by you within the applicable Warranty Period to the location designated by Stratus or the authorized Stratus distributor or reseller from which you purchased the Product. Stratus will use commercially reasonable efforts to ship a repaired or replacement part to you as soon as practicable. These are your exclusive remedies for defective Products.

STRATUS IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. STRATUS IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY STRATUS WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information.

### **Warranty Disclaimer And Limitation of Liability:**

Except as expressly set forth in this Warranty, neither Stratus, its affiliates, subsidiaries nor its or their suppliers make any other warranties, express or implied, including any implied warranties of merchantability and fitness for a particular purpose. Stratus, its affiliates, subsidiaries and its and their suppliers expressly disclaim all warranties not stated in this Warranty Statement. Any implied warranties that may be imposed by law are limited to the terms of this Warranty Statement.

Except for damages or losses related to death or bodily injury, in no event will Stratus, its affiliates, subsidiaries or its or their suppliers, be liable for any special, indirect, punitive, incidental or consequential damages or losses (including without limitation loss of use, data, profit, savings or business), whatever the basis of the claim or action (such as breach of warranty, condition, contract, infringement and tort, including strict liability and negligence, or other legal theory) even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. To the maximum extent permitted by law, the liability of Stratus, its affiliates, subsidiaries and its and their suppliers for damages or losses for any cause whatsoever, and regardless of the basis of the claim or action will be limited to the amount you actually paid for the specific Product that caused the damages or losses.

**IMPORTANT NOTICE:** Some states/jurisdictions do not allow the exclusion or limitation of implied warranties or the exclusion or limitation of special, indirect, punitive, incidental or consequential damages. Consequently, such exclusions or limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state/jurisdiction to state/jurisdiction.

### **Pass-through Hardware Products:**

Pass-through Hardware Products are provided "AS IS" but may be subject to warranties provided directly to you by their respective non-Stratus manufacturers or suppliers. For more information, contact your local Stratus sales office, the Stratus Web site at <http://www.stratus.com/go/support/ftserver/warrantyinfo> or your local authorized Stratus service representative.

### **Import and Export:**

You acknowledge that the Products contain components, software and of technology that are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you shall not export, import, directly or indirectly, re-export, divert, or transfer the Product or any materials, items or technology relating to Stratus' or its licensors' business or related technical data or any direct product thereof to any destination, company or person or for any end use that is restricted or prohibited by the Import and Export Controls.

### **Governing Law:**

This Warranty is governed by and shall be construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, excluding the conflicts of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Warranty or the Products.