

# bullion S Product Limited Warranty

Ref January, 2017



## 1. RECOMMENDATION

Bull recommends, prior to any use of Bull's product, careful reading of the product documentation and use of the product in compliance with its documentation.

## 2. GENERAL TERMS

This product limited warranty ("Limited Warranty") contains Bull's standard terms and conditions of Limited Warranty applicable to product listed in Appendix 1 and sold by Bull to its customer ("Product") in order to provide protection against possible defects in workmanship and materials during the early life of the Product specified in Appendix 1 ("Limited Warranty Period"). For enhanced services and long term Product protection, Bull recommends, its support-maintenance services program(s).

This Limited Warranty may be supplemented by terms and conditions of warranty agreed by Bull and USER by separate contract. In case of discrepancies between said contract and this Limited Warranty, the provisions of contract shall prevail.

Bull may at any time, update, modify or withdraw this Limited Warranty terms and conditions. Any updated or modified version of the Limited Warranty shall be automatically applicable except to the Products orders already placed prior to the new Limited Warranty issuance by Bull. Applicable Limited Warranty's terms and conditions shall be available on Bull's web site and/or request to Bull's contact.

This Limited Warranty is applicable exclusively to end user(s) who has purchased the Product from Bull, for their own needs only and not for resale ("USER").

For the purposes of this Limited Warranty, "Bull" means Bull's legal entity that sold the Product and "Product" means Product purchased from Bull comprising hardware components and required firmware, with exclusion of any software applications or programs that shall be purchased or licensed separately and/or any non-Bull products. All non-Bull products are provided "AS IS" without Bull warranty. Manufacturers and suppliers of the non-Bull products may provide their own warranties directly to USER of the non-Bull products. Notwithstanding the foregoing, with respect to non-Bull products, Bull will use commercially reasonable efforts to pass through to the purchaser the benefit of all warranties given by its licensors or suppliers for the non-Bull products, subject to USER's responsibility in using such third-parties warranties. Bull and Product shall be detailed in Appendix 1.

THIS LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY Bull, IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED AND SHALL REPLACE ALL

OTHER WARRANTIES; USER further acknowledges that it has not relied on any representation or warranty of whatsoever nature made by or on behalf of Bull whether orally, in writing, by conduct or any other means other than expressly set out in this Limited Warranty.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, Bull AND ITS SUPPLIERS GRANT NO OTHER WARRANTY WHETHER EXPRESS OR IMPLIED, AND Bull EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS PRODUCT LIMITED WARRANTY, IN CONTRACT AND IN TORT (INCLUDING NEGLIGENCE), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is applicable only in the location where the Product is shipped and installed by Bull.

## 3. PRODUCT LIMITED WARRANTY SERVICES

Limited Warranty services shall be provided by Bull or its authorized service provider. Notwithstanding the above, these Limited Warranty services are Bull's sole obligations under this Limited Warranty; in no event Bull shall be held responsible for any additional obligations that may be agreed with Bull's authorized reseller or distributor or authorized service provider.

## 4. BULL'S OBLIGATIONS

Bull warrants for the Limited Warranty period that, when properly used and installed in accordance with Bull's specification and/or instruction for the Product, the Product shall be free from defects in material and workmanship and shall conform substantially to its documentation.

Bull's entire obligation and user's exclusive remedy under this limited warranty (at Bull's reasonable option and costs) is in reasonable time and in accordance with hereto provisions (i) to repair any defective Product or defective component of Product or (ii) to replace them with new or equivalent to new in performance and reliability, to the exclusion of any financial compensations and/or of refund of the purchase price of the Product provided that USER has given Bull written notice of any defect within the above mentioned Warranty period.

For benefiting this Limited Warranty, USER shall notify, within the Limited Warranty period, any defect of the Product to Bull, either on Bull's website available at the address <http://support.Bull.com/>, or to Bull local support contact which shall be indicated to USER upon request to Bull. Any notification by USER shall include the serial number of the defective Product, the date of the Product purchase and the description of the defect.

When USER has notified of the defect of the Product in accordance with the above requirements, Bull shall define, at its discretion, if the defect will be fixed remotely by Bull or by USER through the installation of replaceable unit which are specified in Appendix 1 ("Replaceable Unit" or "CRU") or by on-site intervention.

Bull will, when possible and at its own option, in priority fix any defect by remote access: if USER requests to have the defect fixed otherwise than by remote access, any additional costs incurred due to the lack of remote access shall be assumed by USER.

With respect to CRU, Bull's sole obligation under the Limited Warranty shall be the supply to USER, free of charge, of Replaceable Units with the instructions for their installation by USER, and shall not include the installation of Replaceable Unit by Bull. Installation may be performed by Bull at the USER's written request and installation's costs shall be charged to USER. USER shall return, at Bull's request and costs, the defective unit back to Bull. When requested by Bull, the defective units shall be returned within ten (10) days from Bull's request otherwise the CRU's price in force will be charged to the USER.

Any On-site intervention, when decided by Bull, shall be performed during working days and hours and may include the supply of spare parts.

In case that Bull elects the replacement of the Product and upon its written request for the return of defective Product, the replaced Product shall be shipped at Bull's expenses within commercially reasonable time following the receipt of returned Product.

The returned Product including CRU and spare part shall become Bull's property upon receipt.

Replaced Product, CRU and spare parts are warranted to be free from defects in material or workmanship for ninety (90) days from their delivery, or for the remaining Product's Limited Warranty period in which they are installed, whichever is longer.

## 5. USER'S OBLIGATIONS:

This Limited Warranty is subject to the USER's strict compliance with the following requirements. USER shall:

- ▶ Maintain a proper and adequate environment, and use the Product in accordance with its documentation and/or any instructions provided by Bull in particular but not limited to by carrying out the care services of the Product specified in the operating instructions, by carrying out the updates and releases on Products made available by Bull at the address <http://support.Bull.com/>. The USER shall check on Bull website any new updates and releases available and shall load and install the update and release on the Product. Installation of updates and releases may be performed by Bull at the USER's written request and in such case the costs of installation thereof shall be charged to USER;
- ▶ Provide access to the Product by providing remote connectivity and to USER's site to Bull's personnel as may be reasonably necessary to perform the Limited Warranty services. In the interests of health and safety USER will ensure that these employees while on the USER's site work are in the presence of the USER's personnel at all times;
- ▶ Cooperate with Bull in attempting to resolve the defect in particular by describing in detail the defect detected on the Product and provide any information requested by Bull on such defect and by complying with all instructions given by Bull, Such instructions may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options;
- ▶ Ensure protection of its files data and software as may be necessary and in particular shall undertake all necessary data and software backup, including before Limited Warranty services commence and before returning any Product when requested USER will remove any confidential, proprietary, or personal information;
- ▶ Ensure that it uses current virus detection, protection, tools and observes good business practices to prevent viruses from contaminating its IT environment.

## 6. EXCLUSIONS OF WARRANTY

This Limited Warranty is not applicable to expendable or consumable parts such as but not limited to batteries, and does not extend to any Product from which the serial number has been removed, altered. This Limited Warranty does not cover the costs of installation or adjustment or damage and the costs of remedy for defect of the Product (i) caused by normal wear and tear of the Product, (ii) resulting from causes beyond the control of Bull, including without limitation, acts of God, acts of war or terrorism, misuse, abuse, neglect, accident, external electrical fault, power surges or failure, (iii) occurring in shipment or from improper installation or maintenance (made by other than Bull or a Bull agreed service provider ), (iv) resulting from improper usage and/or improper operation of the Product (v) caused by the use of the Product with software, accessories or items not provided by Bull,(vi) by modification or service by anyone other than Bull or a Bull agreed service provider.

Bull IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OR COMPROMISE OF ANY SOFTWARE, OR DATA AND FOR THE RESTORATION OR REINSTALLATION OF ANY SOFTWARE OR DATA.

## 7. LIMITATION OF LIABILITY

Bull DOES NOT WARRANT THAT THE PRODUCT WILL BE FREE FROM DESIGN DEFECT OR WILL OPERATE IN AN ERROR FREE OR UNINTERRUPTED MATTER. THE PRODUCT MUST NOT BE USED IN LIFE SUPPORT SYSTEM OR OTHER APPLICATIONS WHERE FAILURE COULD THREATEN INJURY OR LIFE, AND ANY SUCH USE VOIDS THIS LIMITED WARRANTY.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE MAXIMUM LIABILITY OF Bull, ITS DIRECTORS EMPLOYEES AND ITS SUPPLIERS UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE PAID FOR THE PRODUCT BY THE USER OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL Bull, ITS DIRECTORS EMPLOYEES AND ITS SUPPLIERS BE LIABLE FOR ANY KIND OF SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES AND LOSSES AND TO DAMAGES FOR LOSS OF ANTICIPATED SAVINGS, LOSS OF PROFITS AND BUSINESS (INCLUDING BUSINESS INTERRUPTION) LOSS OF PRODUCTIVITY,LOSS OF GOODWILL, DAMAGES OR REPLACEMENT TO REAL OR PERSONAL PROPERTY OR ANY COSTS OF RECOVERING, REPROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN THE PRODUCT OR IN A COMPUTER SYSTEM INCORPORATING IN THE PRODUCT.

THESE LIMITATIONS OF LIABILITY APPLIES REGARDLESS OF THE TYPE OR NATURE OF THE CLAIM INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, STRICTE LIABILITY, OR EQUITY. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF Bull HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES OR EVEN IF SUCH POSSIBILITY WERE REASONABLY FORESEEABLE.

## 8. GOVERNING LAW AND VENUE

This Limited Warranty shall be construed and enforced in accordance with the governing laws of the country where Bull's legal entity is incorporated (without giving effect to its conflict law of principles).The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Limited Warranty. Courts of the country where Bull's legal entity is incorporated shall be exclusively competent for any disputes, in connection or arising out of this Limited Warranty.

### IMPORTANT NOTE - Bull PRODUCTS INSTALLED IN THE U.S., MEXICO AND CANADA

For shipments to and installation of Products in the U.S., Mexico and Canada, all requests and claims by USERS for warranty and/or support shall be forwarded to Bull HN Information Systems Inc., 13430 North Black Canyon Highway, Phoenix, AZ 85029, Attn: [helpdesk@Bull.com](mailto:helpdesk@Bull.com), Phone number: 1-855- 285-5497.

## Appendix 1

### List of the Products subject to this Limited Warranty

Server Brand	Models	Services Limited Warranty
Bullion S	Bullion S2 Bullion S4 Bullion S8 Bullion S16 Covers Bull installed options in servers	<p>Limited Warranty period* : 3 years except for PCI e SSA and SSD components included in the Products which Limited Warranty period may end earlier as provided in the provisions below (**) depending on the use.</p> <p>Parts delivery (for CRU) : Day +1</p> <p>Limited Warranty Services description:</p> <ul style="list-style-type: none"> <li>▶ Remote intervention</li> <li>▶ CRU: Bullion S Memory DIMMS, Memory Blade, Blade PCIe, Blade HDD, FANs, Power Supply and Management switch</li> <li>▶ On-site intervention - Next business day , during business hours, for non- CRU components</li> </ul>

(\*) The Limited Warranty period shall start as from the delivery date of Product by Bull to the USER

(\*\*) With regards to PCI-e SSA component included in the Product, the Limited Warranty shall end earlier in the event of the following uses:

- ▶ A maximum of ten (10) full writes of the PCI e SSA per day of the entire drive during the three years Limited Warranty period and/or,
- ▶ When the flash media has reached one-percent (1%) of its remaining life as measured by the lifetime remaining percentage, which is accessible using the maintenance software tool.

With regards to SSD components included in the Product, the Limited Warranty shall end earlier in the event of the following uses:

- ▶ A maximum of two (2) full writes of SSD per day of the entire drive during the three (3) years Limited Warranty period and/or
- ▶ When the Flash Media has reached one-percent (1%) of its remaining life as measured by the Lifetime Remaining Percentage, which is accessible using the maintenance software tool.