



GENERAL WARRANTY

Introduction

Thank you for choosing MiTAC as your preferred partner. The following terms and conditions set forth the warranty service and policy of MiTAC Computing Server products or DSG server products with customer purchase order after 2024-10-1.

For customer purchase order before 2024-10-1, we would follow previously agreed warranty terms and conditions with customers to offer warranty service.

Warranty Coverage

This Warranty does not apply to products intended for OEM/ODM distribution, refurbished products or products sold via surplus/auction dealers.

THIS WARRANTY ONLY APPLIES TO CUSTOMERS WHO ORIGINALLY PURCHASED PRODUCTS FROM MITAC THROUGH AN AUTHORIZED DISTRIBUTION CHANNEL.

Subject to the terms of this Warranty, in the event of any defect of the Product which is during the Warranty Period, MiTAC will, at its discretion, repair or replace the motherboard, small board, power supply or other part of such defective Product.

MiTAC does not warrant mechanical parts, including chassis, rail, heatsink, I/O shield etc. of the Products, all of which are eligible for and subject to the regular DOA service as determined by MiTAC in its sole discretion, but exempt from the coverage of this Warranty.

This Warranty does not apply to any failure or defect caused by misuse, accidental

damage, abnormal or unusually heavy use, neglect, abuse, alteration, improper installation, shipping damage, unauthorized repair or modification, improper testing, or causes external to the product such as, but not limited to, excessive heat or humidity, power failure, power surges, or natural disaster.

Warranty Period

Subject to the terms of this Warranty, MiTAC Products are warranted to be free from defects in materials and workmanship for and within the Warranty Period as set forth below:

Three years (36 months) for workmanship and materials, starting from the date the Products are shipped out from MiTAC to the Original Authorized Product Distributor*.

The shipping date shown on the shipping invoice shall be the starting date of the Warranty Period. MiTAC reserves the right to determine in its sole discretion the shipping date by the serial number of the Product if no valid shipping invoice is provided or the shipping date on the shipping invoice is illegible, altered or incomplete.

This Warranty does not apply to the consumer purchaser of Products. For indirect customers (who purchase the Products from an authorized MiTAC distributor, including an Original Authorized Product Distributor) or consumer purchasers/end users, the warranty services are taken care by the MiTAC authorized distributor whom they purchased the Products from. The distributor/retailer/reseller who sells the Products to its customers shall have the liability to the warranty of the Products and to support warranty services for its customers.

Original Authorized Product Distributor refers to the customer that is the first purchaser of the product, the customer that purchases from MiTAC, directly out of MiTAC's warehouse.

Extended Warranty

MiTAC offers an extended warranty option which adds an additional two years to the standard three-year product warranty. This warranty is offered for Systems and mother boards. Customers can choose extended warranty service at the time of placing an order

to MiTAC.

For system shipments:

MM#	Description	Order Quantity
SVCEWHPCSY 925444	Two-year extended warranty Configured to Order Systems. Includes ALL Server System and Intel® RAID components. Doesn't include key components of Processors, Memory, SSDs, GPU card, or Networking devices, etc.	1

For motherboard or barebones shipments:

MM#	Description	Order Quantity
SVCEWDPBD 911294	Two-year extended warranty for MiTAC or Intel® Server Boards that support two processors.	1

RMA Service (**Return Material Authorization Service**)

In-Warranty Service Solutions

If a Product is defective and returned within the applicable Warranty Period, MiTAC will, at its sole discretion, replace, repair or refund the defective Product pursuant to this Warranty.

- **REPLACE** the failed field replaceable unit (FRU) within the system. Whole system replacement is not available. The FRU part can be the system board, processor, memory module, RAID controller, storage device, network adapter, system fans or power supply that can be removed and replaced without having to send entire product or system for replacement. A functionally equivalent or refurbished FRU part may be provided.
- **REPAIR** the product by means of hardware and/or software.
- **REFUND** the then-current value of the product at the time the claim for

warranty service is made to MiTAC. The 3-year standard warranty covers only components originally included in the system as it was shipped from MiTAC.

Warranty Service Programs and Operational Guidelines

MiTAC offers warranty service programs based on the specific product purchased and its original terms.

Standard Warranty Replacement (SWR) - A standard warranty return service is available to all customers who purchase motherboards, small cards, or barebones systems (L6).

- Replacement or refund occurs after the defective FRU item is received by MiTAC.
- MiTAC will validate the customer's RMA application and ship out the replacement FRU item within 5 business days.

Advanced Warranty Replacement (AWR) - A premium warranty return service is available for customers who purchase whole configured server systems.

- Replacement occurs before the defective FRU item is returned to MiTAC.
- MiTAC will validate the customer's RMA application and ship out the replacement FRU item within 1 business day.
- The customer is required to return the defective FRU item within 10 business days of receiving the replacement.

Return for Repair (RFR) - A warranty repair service is available to all customers who purchase motherboards, small cards, or barebones systems (L6) in the case of a batch return*.

- Repair, replacement, or refund occurs after the defective FRU item is received by MiTAC.
- MiTAC will validate the customer's RMA application and make a best effort to repair the FRU item within 15 business days.

* The number of items that constitute a batch is determined at MiTAC's discretion and takes into account other recent RMA applications from the same customer.

Transportation Cost - Freight cost of RMA delivery is borne one way each by the respective shipper, along with any associated customs and tax fees for their respective shipment.

Important Notices for SWR and AWR Services

In the event that a product returned by the applicant under the Standard Warranty Replacement (SWR) program or the Advance Warranty Replacement (AWR) program is found to have suffered physical damage, transit damage, damage due to improper use, or is deemed irreparable, MiTAC reserves the right to take the following actions:

- **Replacement Cancellation:** The replacement service may be canceled and transitioned to RFR or Out of Warranty Service.
- **SWR/AWR Eligibility:** MiTAC may revoke the applicant's eligibility for future SWR/AWR services and will notify the applicant in writing.
- **Repair Fees:** MiTAC will impose the corresponding repair fees, which include but are not limited to diagnostic fees, parts costs, and other related expenses.
- **Payment Requirement:** If any fees are incurred, the applicant must complete the payment within thirty (30) days after billing or agreed payment term with MiTAC. Failure to do so may affect the applicant's eligibility for future RMA (Return Merchandise Authorization) services.

In the event that 10 business days lapse on the return of defective parts under the **AWR** program, MiTAC reserves the right to take the following actions:

- **AWR Eligibility:** MiTAC may revoke the applicant's eligibility for future AWR services and will notify the applicant in writing.
- **Replacement Fees:** MiTAC will charge the applicant the full cost of the replacement parts that were shipped under the AWR program.

Applicants are advised to return defective AWR parts within the time specified and to ensure that all returned products have not been subjected to physical damage or improper use to avoid affecting their service eligibility and incurring additional costs.

Out of Warranty (OOW) Services

If a Product is defective and returned after the applicable Warranty Period, or the defect,

failure, or damage is not covered by this Warranty, the customer may purchase OOW Services. The Product will fall under the Out of Warranty category if it meets any of the following criteria:

- A valid purchase order or proof of purchase is not provided.
- The current MiTAC warranty has expired, is void, or the product was purchased from an unauthorized dealer or auction site.
- The product is physically damaged in a manner that voids the warranty, including Customer-Induced Damage (CID) from improper handling or use.
- Misuse or improper use, including using the product contrary to manual instructions or in inappropriate environments.
- Accidental damage from drops, impacts, or other external forces.
- Damage resulting from natural disasters such as fire, flood, or earthquake.
- Unauthorized disassembly, modification, or repairs.
- Damage due to unstable or excessive voltage.
- Damage to the pins of the CPU socket(s)*.
- There is no socket cover on the CPU socket(s) when the product is returned**.
- NTF (No Trouble Found) typically means that no issues or faults were discovered during the inspection or testing of a device or system. In such cases, even though the equipment was sent for repair, the inspection results indicate no problems, and there may be associated inspection or handling fees.

* MiTAC does not warrant any and all damage to the pins of the CPU socket. MiTAC will make reasonable efforts to repair the socket, but repair charges may be applied.

** MiTAC requires that the CPU socket covers (which ship in place) be used when returning any product that requires warranty service. If the customer does not have these original socket covers, then all effort must be made to cover and protect these sockets; otherwise, if these sockets are damaged during transit, the warranty will be void or subject to an Out of Warranty charge to repair the socket.

Important Notice for OOW Service

MiTAC will charge a diagnostic fee to fix basic functionality or cosmetic problems with the product. The costs for the components that will be used to fix the issue will be an additional charge and will be added to the diagnostic fee.

Whether each product is capable of being fixed will be determined on a case by case basis by MiTAC. If it is not, MiTAC will keep a diagnostic fee. Typical problems MiTAC

will fix are: damaged, defective, or missing board components, damaged sockets, slots, and connectors, and broken solder joints. Any additional charges (VAT taxes, duties or etc.) will be added to the final charges and be incurred directly by the customer.

Any repair done by MiTAC under the Out of Warranty services process will come with a 90-day warranty from the date of return shipment for the repaired or replaced part(s), or for the balance of its original Warranty Period, whichever is longer.

Transportation Cost - All freight charges associated with the Out of Warranty service process will be borne by the customer.

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 contact MiTAC if you purchased from MiTAC directly.

- Go to MiTAC online Service center:
<https://www.mitacomputing.com/EN/service-center>
 - [Create a ticket](#) to get technical support or claim warranty
 - If you need to talk to an agent of the MiTAC Service center, please use the [Help Desk](#) to access Chat or Web-Call.
- Check your warranty coverage:
<https://www.mitacomputing.com/EN/warranty>
 - MiTAC products sold as part of a computer system are covered by the system manufacturer, not by MiTAC.
 - Contact your system manufacturer or place of purchase for information about your warranty options.

The information required includes, but is not limited to, the product model, part number, serial number, MiTAC invoice number, shipping date, and possibly photographs of the broken part(s).

RMA Compliance and Procedure Guide

Upon MiTAC verification that the product is eligible for warranty service, you will be issued a Return Material Authorization (RMA) number and provided instructions for returning the Product to the designated MiTAC Service center. Please carefully review the procedure guide below and ensure that all steps are followed correctly.

- In the case of SWR and RFR service, the applicant must start the return process within 30 days. If 30 days lapse, the RMA is invalid and the RMA application process must be restarted.
- The RMA number must be included on the outside of the package when returning the product. MiTAC will not accept any returned product without an RMA number or with an invalid RMA number on the package.
- The returned product must be delivered to the designated MiTAC service center in the original or equivalent packaging, with shipping charges prepaid, and the risk of damage or loss during shipment assumed by the sender.
- Freight charges and/or handling fees may apply if MiTAC determines the product is not defective.

Disclaimer of Warranty

Except as specified in this Warranty, MiTAC disclaims all other warranties, express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose. To the extent an implied warranty cannot be excluded, such warranty is limited in duration to the express warranty period. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty lasts; the above limitations may not apply.

Any dismantling or repair by anyone other than MiTAC's authorized Service Center will void this Warranty unless authorized by MiTAC Service center in advance.

At any time, MiTAC reserves the right to:

- Add to or change the RFR/SWR/AWR terms and conditions
- Deny SWR/AWR support for any request that does not meet the SWR/AWR requirements
- Discontinue the AWR program once notice is provided to AWR program participants

Limitation of Liability

MiTAC's liability regarding the Products under this Warranty, or any other warranty,

implied or express, is limited to repair or replacement. In no event will MiTAC be liable for direct, indirect, special, incidental, or consequential damages however caused and regardless of the theory of liability 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 document or data stored in or used with a system containing this Product, even if MiTAC has been advised of the possibility of such damages or liability. MiTAC's entire liability under this Warranty shall be limited to the actual value of the Products at the time of being returned back to MiTAC for repair or replacement less a reasonable amount for usage, as determined by MiTAC in its sole discretion. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. Some states or jurisdictions do not allow limitation or exclusion of consequential or incidental damages thus the above limitation may not apply.

Force Majeure

MiTAC shall not be liable for any alleged loss or damages resulting from delays in performance due to acts of civil or military authority, governmental priorities, earthquake, fire, flood, epidemic, energy crisis, unavailability of supplies, strike, labor trouble, war, riot, accident, material shortage, delay in transportation, or any other causes beyond MiTAC's reasonable control.

Complete Agreement

This Warranty is complete, final and exclusive between MiTAC and the customer/purchaser with respect to quality or performance of the Products and any and all warranties and representations. THIS WARRANTY SETS FORTH ALL MiTAC'S RESPONSIBILITIES REGARDING THE PRODUCT.