



7. Limited Warranty

7.1 "Start Date" as used in this policy means (i) the date the Product is shipped from the facilities of Celestica, (ii) in the case of resale by an authorized Celestica distributor, the date which is not more than ninety (90) days after the original shipment date of the Product by Celestica.

7.2 Celestica warrants that, subject to the terms and conditions herein, for a period of one (1) year from the Start Date, the Product(s) will be free from defects in workmanship and materials and will conform to the material characteristics of the applicable Specifications. Customer must notify Celestica in writing within thirty (30) days after discovery of any defect during the applicable warranty period and request a RMA within such 30-day period and return the defective Product to Celestica within ten (10) days of such issued RMA. In the case of resale by an authorized Celestica distributor, Customer must notify Celestica in writing within sixty (60) days after discovery of any defect during the applicable warranty period and request a RMA within such 60-day period and return the defective Product to Celestica within thirty (30) days of such issued RMA. All returned Products shall include documentation describing the nature of the defect, how it was discovered and under what conditions it occurred. Celestica will not provide any troubleshooting, configuration or installation assistance. Technical support cases will not be accepted unless the Customer has purchased the applicable services from Celestica and has a valid signed Celestica services contract that is in effect as of the time of the case creation. Customer will deliver the Product to Celestica freight prepaid and Celestica will return the Product to Customer freight prepaid. Celestica will, at Celestica's sole option and expense, repair or replace the defective Product. If the Product is non-repairable or cannot be replaced, Celestica will credit Customer the price paid by Customer to Celestica for the defective Product. Products must have been purchased directly from Celestica. Purchases from a distributor or reseller (that is, not directly from Celestica) must be returned to the entity from which they were purchased.

7.3 Celestica reserves the right to apply a No Defect Found ("NDF") charge, including return freight and insurance charges, for Product returned and found to be in conformance with the warranty set forth in Section 7.2 above.

7.4 Customer acknowledges and agrees that Celestica does not warrant any software provided in connection with these Terms and all such software provided hereunder is "AS IS", without any warranty, representation or condition of any kind. All third party software (if any) provided under these Terms is furnished subject to the terms and conditions of the respective license agreement accompanying the software. Software license agreements may be packaged with the software or may require on-screen acceptance. Customer agrees that it will pass through such software license agreements to its permitted customers and ensure compliance therewith by such customers. No warranty is provided for such third party software except as may be provided by such third party licensors in accordance with the license agreement that governs its use.

7.5 If Customer or an authorized Celestica distributor or reseller has added any software, data, technology or hardware to the Product, Celestica assumes no responsibility for or liability regarding such software, data or technology nor for any hardware when performing repair or replacement services. Customer is solely responsible for backup of any such software, data or technology prior to returning Product to Celestica. Celestica does not represent or warrant uninterrupted or error-free operation of a Product or that Celestica will correct all defects. If Celestica loads or adds any software to the Product on behalf of Customer, Celestica shall bear no responsibility or liability for this service or for any error, malfunction or bugs in the software or any problems with or failure of the Product due to such software or service, except for the limited warranty expressly provided in Section 7.6.



7.6 Celestica warrants that the services will be performed in a good and workmanlike manner in accordance with applicable industry standards in existence at the time of performance of the services.

7.7 The warranty provided in Section 7.2 above does not apply to, and Celestica makes no representations or warranties whatsoever with respect to: (a) defects resulting from tooling, designs, specifications, software, data, technology or instructions supplied by Customer or a third party or any customizations or changes made to the Products on Customer's request; (b) Product that has been misused, damaged, modified, placed in an unsuitable physical or operating environment or used contrary to Specifications, subjected to an accident, environmental exposure, negligence or abuse, maintained improperly, or caused to fail by a Product, software or service not provided by Celestica; (c) Product that has been subjected to any repair not authorized in writing by Celestica; or (d) software, data, technology or hardware added to any Product by Customer, a third party on Customer's behalf or an authorized Celestica distributor or reseller or the inability of such software, data, technology or hardware to interoperate with the Product. Any documentation accompanying the Products is provided "as is".

7.8 For Product that is considered Dead on Arrival ("DOA") within the first thirty (30) days from the shipment date of Product from Celestica facilities, Celestica will provide a replacement of the Product. In the case of resale by an authorized Celestica distributor, for Product that is considered Dead on Arrival (DOA) within the first sixty (60) days from the shipment date of Product from Celestica facilities, Celestica will provide a replacement of the Product. Product is considered Dead on Arrival ("DOA") when it fails to operate during the first powering up or initializing of the Product. Customer must request a RMA from Celestica within such 30-day or 60-day period. A new unit will be made available for shipment to Customer from a designated Celestica facility after Celestica has determined the Product to be DOA and eligible for replacement. Defective Product must be returned to Celestica freight prepaid within thirty (30) days from RMA issuance or Customer will be invoiced the full purchase price of the replacement Product or part. Celestica reserves the right to apply a No Defect Found ("NDF") charge, including return freight and insurance charges, for Product returned and found by Celestica not to be DOA.

7.9 TO THE FULLEST EXTENT PERMITTED BY LAW, THIS WARRANTY SETS OUT CELESTICA'S SOLE OBLIGATION AND LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDIES, FOR CLAIMS BASED ON DEFECTS IN OR FAILURE OF ANY PRODUCT OR SERVICE AND REPLACES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.