



Warranty Terms

QLogic Corporation ("QLogic") provides the following warranties to the original purchaser of QLogic products from QLogic (or, in the case of resale, to the initial end user customer (the individual who purchased the product for their own use, also referred to as the End User)).

Standard Warranty Terms

Product Warranty QLogic warrants that its hardware products will be free from defects in materials and workmanship for the period described in the matrix above after the date of shipment from QLogic.

Accessories Warranty QLogic-provided cables, optics and other accessories are warranted for ninety (90) days from date of purchase, excepting InfiniBand cables which are warranted for one-hundred twenty (120) days from date of purchase.

Software For the products described herein, QLogic only licenses its software pursuant to the terms of end user license agreements. QLogic does not warrant that software will be bug-free, error-free, or compatible with third-party software. The terms of any software warranty are set forth in the applicable end user license agreement. Any software warranty is offered only to the original End User licensee.

Repaired Products Warranty The above Product Warranty will remain in effect for Products repaired by QLogic during the applicable Warranty Period.

Service Warranty QLogic warrants that services provided to End User Customers by QLogic ("Services") will be free from defects in workmanship for a period of thirty (30) calendar days from the date the services are provided.

Remedies As Customer's exclusive remedy and QLogic's sole liability for breach of the foregoing warranties, QLogic shall, at its option, either repair or replace the defective product or service, or, if QLogic is unable to accomplish repair or replacement after good-faith efforts, credit Customer's account with an amount equal to the price paid for the defective product or service.



Warranty Claims

All warranty claims will be subject to verification by QLogic and to the terms of QLogic's then-current repair service policy and procedures. Unless otherwise directed by QLogic, product returned for warranty verification shall be a genuine QLogic product, authorized by QLogic in advance, shipped prepaid and insured by the claimant, and shall be accompanied by a detailed description of the alleged defect. At the end user's request, and at QLogic's discretion, a replacement product may be shipped in advance of an alleged defective product return. If the alleged defective genuine QLogic product is not returned within 30 days of advanced replacement product shipment, claimant will be charged the product MSRP (Manufacturers Suggested Retail Price). Advance replacement requests must be secured by a valid credit card. If the claimed defect or non-conformity is verified, QLogic will, at its expense, provide a remedy as stated above. If inspection, test or defect validation by QLogic of the product(s) does not disclose any defect or non-conformance, any repairs, testing, validation or packaging made by QLogic will be subject to a reasonable charge for parts, labor, and transportation. All replaced parts shall become property of QLogic.

Exclusions

The above warranties do not cover and QLogic shall not be liable for any conditions attributable to (1) misuse, faulty installation, misapplication, normal wear and tear, extreme environmental conditions, chemical attack, lack of compliance with applicable instructions, inadequate or improper maintenance, negligence, accident, tampering, substitution of inferior quality component parts; or (2) the incompatibility, improper design, manufacture, installation, operation or maintenance of products, accessories, equipment or materials not supplied by QLogic. All batteries are specifically excluded from all warranty provisions.



Exclusive Warranties

The foregoing warranties are the only warranties made by QLogic to Customer (or any other party). QLogic may modify its warranty at any time. Warranties may be posted on the QLogic website. QLOGIC EXPRESSLY DISCLAIMS TO THE EXTENT ALLOWED BY APPLICABLE LAW ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE, AND ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, TRADE USAGE, OR COURSE OF DEALING. TO THE EXTENT THAT AN IMPLIED WARRANTY CANNOT BE EXCLUDED BY LAW, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATE OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATIONS MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. This disclaimer and exclusion shall apply even if the express warranty set forth above fails of its essential purpose. No person, agent, or representative, other than an officer of QLogic, is authorized to give any additional warranty on behalf of QLogic.

Technical Advice

Any technical advice, recommendations, samples, lab tests, and/or demonstrations provided by QLogic (or its representatives) concerning the use, application, or compatibility of any products or materials are provided by QLogic solely for the purpose of assisting the Customer to evaluate, at its own risk, the suitability of QLogic products for the Customer's intended use. QLogic recommends that the Customer make its own tests to determine such suitability. No such advice, recommendations, samples, lab tests and/or demonstrations provided by QLogic shall be construed as an express or implied warranty.



Limitations and Disclaimers

The above remedies are the only remedies available to Customer (or any other party) for breach of warranty, breach of contract, or any other QLogic liabilities associated with the products and/or services furnished hereunder, including product liabilities based on negligence, failure to warn, or strict liability. UNDER NO CIRCUMSTANCES WILL QLOGIC HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS, EVEN IF QLOGIC HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. In no case shall QLogic's liability exceed the amount of the purchase price of any defective products and defective services. In no case shall QLogic have any liability for products or services for which QLogic has not received payment when due. The exclusive remedies described above shall not be deemed to fail of their essential purpose so long as QLogic is willing and able to refund the purchase price for the defective or non-conforming portion of the provided products and/or services. No person, agent, or representative, other than an officer of QLogic, is authorized to give any other remedies on behalf of QLogic or to assume for QLogic any other liabilities in connection with this Agreement or any products sold by QLogic.

Custom Products

QLogic assumes no responsibility for the adequacy of any designs, specifications, requirements and/or instructions provided by Customer. Acceptance by the Customer of any custom or non-standard products provided by QLogic shall constitute an acknowledgment that the Customer has reviewed the designs for such products and is satisfied that the designs meet all specifications, requirements, and standards applicable to such products. Customer understands and agrees that in addition to the foregoing disclaimers, QLOGIC SPECIFICALLY DISCLAIMS ANY WARRANTY (INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE) RELATIVE TO THE DESIGN OF SUCH CUSTOM OR NON-STANDARD PRODUCTS. Customer agrees to indemnify, defend and hold QLogic harmless against any claims or suits alleging defective design of such products. Customer further agrees that, upon request by QLogic, it will execute a design approval form confirming the matters contained in this paragraph, and that QLogic may withhold shipment of such goods pending execution of such form.

International Notice

Due to differing national regulations and approval requirements, certain QLogic products are designed for use only in specific countries, and may not function properly in a country other than the country of designated use. Users of these products are responsible for ensuring that these products are used only in the countries for which they were intended.



Unauthorized Applications

QLogic's products are not designed or authorized for use as a component in any life support, life safety, or other comparable application. The products should not be used in any application where the failure or faulty performance of the product might create risk of personal injury or death. Customer assumes all risk of loss, damage or injury alleged to arise from the failure or faulty performance of a QLogic product in any unauthorized application. Customer agrees to indemnify and hold harmless QLogic, and its officers, directors, employees, agents, representatives and sales partners, from and against any and all claims, costs, damages, losses and expenses (including reasonable attorney fees) which arise from or are alleged to have been caused by any claim for personal injury or death connected with Customer's use of a QLogic product in any unauthorized application, including claims alleging that QLogic has been negligent in connection with the design or manufacture of the product.

Transferability

QLogic's warranty only applies to the original purchaser of the QLogic product from QLogic (or, in the case of resale, to original User). In no event does the QLogic warranty apply to used QLogic products, and except as expressly described above the QLogic warranty is not transferable.

Warranty Limited to Genuine QLogic Products

QLogic does not provide any kind of warranty support whatsoever for Non-genuine Products. Non-genuine Product means any products: (i) to which a QLogic trademark has been affixed without QLogic's consent; (ii) that do not originate from QLogic or are produced without the approval of QLogic; (iii) that are generally produced, marked or labeled as counterfeits or imitations of genuine QLogic products; or (iv) are distributed or sold as authorized QLogic products when they are not. Non-genuine Products sent to QLogic for warranty support will not be returned to the entity requesting warranty support.

OEM Branded Products

QLogic manufactures and provides certain of its products to its OEM customers under their respective brand names. Those products are not covered by the warranties set forth herein and purchasers should consult the warranties offered by the OEM customer with respect to those products.