



## VERICOM Limited Product Warranty Policy

VERICOM hardware products are generally covered by a one (1) year warranty. For detailed information about a particular product, please read the Data Center Facilities Product Limited Warranties.

VERICOM warranties are subject to and provided only on the terms and conditions provided in this warranty document. If there is any conflict with contract terms and conditions, the contract terms and conditions shall prevail.

### **GENERAL TERMS AND CONDITIONS**

**START DATE:** The warranty starts on the 90th day after the date of the product shipment from VERICOM, or the date on which VERICOM receives a service request for this product, whichever is earlier.

**HARDWARE:** VERICOM warrants that the VERICOM hardware products that you have purchased from VERICOM shall be free from defects in materials and workmanship, under normal use consistent with the product instructions, during the Warranty Period. In the event that VERICOM receives notice during the warranty period that any Hardware does not conform to its specifications, VERICOM shall, at its sole discretion, repair or replace the non-conforming Hardware in accordance with this warranty. VERICOM replacement parts used in Hardware replacement may be new or equivalent to new in performance and reliability.

**SOFTWARE:** VERICOM warrants that for a period of ninety (90) days from the Start Date, the media, on which the software ("Software") is recorded, shall be free from defects in material and workmanship under normal use consistent with the product instructions.

### **XX EXCLUSIONS**

This warranty is voided by removal or alteration of identification labels on the product or its parts. This warranty does not apply to any non-VERICOM products (for example, the third-party operating system or software); or the equipment that is licensed for beta, testing, training, evaluation or demonstration purposes; or consumables and accessories. This warranty does not extend to any damages, malfunctions, or non-conformities caused by (a) Force majeure, such as fire, flood, earthquake, war, etc.; (b) Abnormal physical or electrical stress (power surges, power outages, etc.); abnormal environmental conditions, misuse, negligence, virus infection, or accident; (c) Failure to follow installation, operation, or maintenance instructions supplied by VERICOM, together with the product or available on the VERICOM website; (d) Software, parts, or supplies not provided by VERICOM; (e) Combination, modification or service by anyone without the authorization of VERICOM or its authorized representative; (f) Normal wear due to product use including, but not limited to, product cosmetics and display scratches.

**XX LIMITATION OF LIABILITY**

VERICOM may take proper measures to protect the security of customer’s information, but VERICOM shall not be liable for any direct or indirect liabilities incurred when VERICOM obtains and processes the information during service delivery.

VERICOM will only access and process related information and data that is needed to locate and resolve problems after obtaining permission from the customer. If the customer grants the service, it indicates that the customer permitted VERICOM to access and gather the information and data that was needed to locate and resolve problems while providing the service. Consequently, the customer shall guarantee that all the necessary permits and authorizations have been obtained or retained for VERICOM to provide the service as per the applicable laws, so that VERICOM does not violate the applicable laws, the customer’s privacy policies, or the customer’s agreements with users when providing the service.

The customer shall be solely responsible for removal of any confidential, proprietary, or personal information stored on the defective unit before it is returned to VERICOM and further indemnify, defend, and hold VERICOM harmless from, against, and in respect of, any and all claims, liabilities, obligations, costs, expenses, penalties, fines, forfeitures, and judgments (at equity or at law) imposed by any governmental authority or claimed by a third party, whenever arising or incurred from, or relating to, any failure to comply with all applicable laws in the transfer or disposal of the above-mentioned information. If the customer returns hardware to VERICOM, it indicates that customer has made backup copies and removed all above-mentioned information stored in the hardware, and grants VERICOM the right to transfer it to a VERICOM repair center in any country for repair.

**XX APPLICABLE LAW**

The system warranty shall be governed by the laws of HongKong without referring to its choice of provisions.

**XX Micro Data Center (MDC) Product Limited Warranties**

The following information reflects general warranty offerings. In specific countries and regions, the warranty service and SLA may vary based on local regulations. In the event of a conflict, local terms and conditions shall prevail. Please consult your local service sales representative for additional information.

**Warranty Summary**

Product Category		Warranty Type	Warranty Period			
			90 Days	1 Year	3 Years	5 Years
Hardware	Micro Data Center	Return for Repair		•		
Software	Application Software and License	Software Limited Warranty		•		

Notes:

1. This warranty does not apply to any non-VERICOM products (i.e., third party hardware or software), consumables or accessories.
2. The warranty starts on the date on start up/commissioning VERICOM equipment.

**Warranty Service**

Service Category	Service Item	Warranty Type	
		Return for Repair	Software Limited Warranty
Remote Technical Support	5x13	•	•
Firmware Support	Remote Software Updates		•

1. 5x13: Available 13 hours a day, 5 days a week.
2. Remote Technical Support Service (RTSS): RTSS means off-site technical consultation, troubleshooting and bug fixing. RTSS is limited to the first ninety (90) days of the Warranty Period unless otherwise specified. RTSS is provided by the VERICOM certified partners. If the partner is unable to solve it, please contact VERICOM via sales@vericomsolutions.com.

**VERICOM GLOBAL SOLUTIONS**

Visit our website or contact your local Vivanco representative for more information.  
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