

Storage Works Division (SWD)

Global Limited Warranty and Technical Support

English

321708-402
February 2006

Global Limited Warranty and Technical Support

This limited warranty covers products specified herein purchased after February 1, 2006.

Hardware limited warranty

General Terms

This HP Hardware Limited Warranty gives you, the customer, express limited warranty rights from HP, the manufacturer. In addition, you may also have other legal rights under applicable local law or special written agreement with HP.

HP MAKES NO OTHER EXPRESS WARRANTY OR CONDITION WHETHER WRITTEN OR ORAL AND HP EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. TO THE EXTENT ALLOWED BY THE LOCAL LAW OF JURISDICTIONS OUTSIDE THE UNITED STATES, HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. FOR ALL TRANSACTIONS OCCURRING IN THE UNITED STATES, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

THE LIMITED WARRANTY TERMS CONTAINED IN THIS STATEMENT, EXCEPT TO THE EXTENT LAWFULLY PERMITTED, DO NOT EXCLUDE, RESTRICT, OR MODIFY BUT ARE IN ADDITION TO THE MANDATORY STATUTORY RIGHTS APPLICABLE TO THE SALE OF THIS PRODUCT TO YOU.

This Limited Warranty is applicable in all countries and may be enforced in any country or region where HP or its authorized service providers offer warranty service for the same product model number subject to the terms and conditions set forth in this Limited Warranty.

Under the HP Global Limited Warranty program, products purchased in one country/region may be transferred to another country/region, where HP or its authorized service providers offer warranty service for the same product model number, without voiding the warranty. Warranty terms, service availability, and service response times may vary from country/region to country/region. Standard warranty service response time is subject to change due to local parts availability. Your local HP authorized service provider can provide you with details.

HP is not responsible for any tariffs or duties that may be incurred in transferring the products. Transfer of the products may be covered by export controls issued by the United States or other governments.

This Limited Warranty applies only to HP-branded and Compaq-branded hardware products (collectively referred to in this Limited Warranty as “HP Hardware Products”) sold by or leased from Hewlett-Packard Company, its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as “HP”) with this Limited Warranty. The term “HP Hardware Product” is limited to the hardware components and required firmware. The term “HP Hardware Product” DOES NOT include any software applications or programs, non-HP products, or non-HP branded peripherals. All non-HP products or non-HP branded peripherals external to the HP Hardware Product— such as external storage subsystems, displays, printers and other peripherals—are provided “AS IS” without HP warranty. However, non-HP manufacturers and suppliers or publishers may provide their own warranties directly to you.

HP warrants that the HP Hardware Products that you have purchased or leased from HP are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from HP, or from the date HP completes installation. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your HP Hardware Product is required within the Limited Warranty Period.

Unless otherwise stated, and to the extent permitted by local law, new HP Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. HP may repair or replace HP Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the HP Hardware Product they are replacing or in which they are installed, whichever is longer.

During the Limited Warranty Period, HP will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of HP. In the unlikely event that your HP Hardware Product has recurring failures, HP, at its sole discretion, may elect to provide you with (a) a replacement unit of HP’s choosing that is the same or equivalent to your HP Hardware Product in performance or (b) to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

Exclusions

HP DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. HP IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF YOUR FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR THE HP HARDWARE PRODUCT.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by software, interfacing, parts or supplies not supplied by HP; (d) improper site preparation or maintenance; (e) virus infection; (f) loss or damage in transit; or (g) by modification or service by anyone other than (i) HP, (ii) an HP authorized service provider, or (iii) your own installation of HP-approved parts if available for your product in the servicing country or region.

HP IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. HP IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY HP WHEN THE PRODUCT IS MANUFACTURED.

HP is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by HP are used; (2) configurations not supported by HP are used; (3) parts intended for one system are installed in another system of different make or model.

Exclusive remedy

TO THE EXTENT ALLOWED BY APPLICABLE LOCAL LAW, THESE TERMS AND CONDITIONS CONSTITUTE THE COMPLETE AND EXCLUSIVE WARRANTY AGREEMENT BETWEEN YOU AND HP REGARDING THE HP HARDWARE PRODUCT YOU HAVE PURCHASED OR LEASED. THESE TERMS AND CONDITIONS SUPERSEDE ANY PRIOR AGREEMENTS OR REPRESENTATIONS—INCLUDING REPRESENTATIONS MADE IN HP SALES LITERATURE OR ADVICE GIVEN TO YOU BY HP OR AN AGENT OR EMPLOYEE OF HP—THAT MAY HAVE BEEN MADE IN CONNECTION WITH YOUR PURCHASE OR LEASE OF THE HP HARDWARE PRODUCT. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of HP.

Limitation of liability

IF YOUR HP HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, HP'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL HP BE LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST REVENUE, LOSS OF USE, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. HP IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED HP OR AN AUTHORIZED REPRESENTATIVE OF HP OF THE POSSIBILITY OF ANY SUCH DAMAGES OR EVEN IF SUCH POSSIBILITY WERE REASONABLY FORESEEABLE. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR PERSONAL INJURY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

Customer responsibilities

To enable HP to provide the best possible support and service during the Limited Warranty Period, you will be required to:

- Maintain a proper and adequate environment, and use the HP Hardware Product in accordance with the instructions furnished.
- Verify configurations, load most recent firmware, install software patches, run HP diagnostics and utilities, and implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- Allow HP to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as “Proprietary Service Tools”); Proprietary Service Tools are and remain the sole and exclusive property of HP. Additionally, you will:
 - Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by HP
 - Install, maintain, and support Proprietary Service Tools, including any required updates and patches
 - Provide remote connectivity through an HP-approved communications line, if required
 - Assist HP in running the Proprietary Service Tools
 - Use the electronic data transfer capability to inform HP of events identified by the software
 - Purchase HP-specified remote connection hardware for systems with remote diagnosis service, if required
 - Return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools upon termination of warranty support
 - Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools

In some cases, HP may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.

- Use HP remote support solutions where applicable. HP strongly encourages you to use available support technologies provided by HP. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.
- Cooperate with HP in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.
- Make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any HP Hardware Product for warranty support, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.
- Maintain a procedure to reconstruct your lost or altered files, data, or programs that is not dependent on the HP Hardware Product under warranty support.
- Notify HP if you use HP Hardware Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require you to maintain such products under HP supervision and may postpone warranty service until you remedy such hazards.
- Perform additional tasks as defined within each type of warranty service listed below and any other actions that HP may reasonably request in order to best perform the warranty support.

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the HP Hardware Product you have purchased. For more details, refer to the “[Limited warranty period](#)” section.

Customer self repair

HP products are designed with many Customer Self Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, HP identifies that the repair can be accomplished by the use of a CSR part, HP will ship that part directly to you for replacement. There are two categories of CSR parts:

- Parts for which customer self repair is mandatory. If you request HP to replace these parts, you will be charged for the travel and labor costs of this service.
- Parts for which customer self repair is optional. These parts are also designed for customer self repair. If, however, you require that HP replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the HP Technical Support Center and a technician will help you over the telephone. HP specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to HP. In cases where it is required to return the defective part to HP, you must ship the defective part back to HP within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in HP billing you for the replacement. With a customer self repair, HP will pay all shipping and part return costs and determine the courier/carrier to be used.

Parts only warranty service

Your HP Limited Warranty may include a parts only warranty service. Under the terms of parts only service, HP will provide replacement parts free of charge. If HP carries out the repair, labor and logistics costs are at your expense.

Advanced unit replacement warranty service

Your HP Limited Warranty may include an advanced unit replacement warranty service. Under the terms of the advanced unit replacement warranty service, HP will ship a replacement unit directly to you if the HP Hardware Product you purchased is diagnosed as defective. On receiving the replacement unit, you will be required to return the defective unit back to HP, in the packaging that arrives with the replacement unit, within a defined period of time, normally five (5) days. HP will incur all shipping and insurance costs to return the defective unit to HP. Failure to return the defective unit may result in HP billing you for the replacement unit.

On-site warranty service

Your HP Limited Warranty may include an on-site warranty service. Under the terms of on-site service, HP may, at its sole discretion, determine if a defect can be repaired:

- Remotely
- By the use of a CSR part
- By a service call at the location of the defective unit

If HP ultimately determines that an on-site service call is required to repair a defect, the call will be scheduled during standard office hours unless otherwise stated for the HP Hardware Product you purchased. Standard office hours are typically 08:00 to 17:00, Monday through Friday, but may vary with local business practices. If the location of the defective unit is outside the customary service zone (typically 50km), response times may be longer or there may be additional charges. To locate the nearest HP authorized service provider, refer to the HP website at www.hp.com/support.

In order to receive on-site support, you must:

- Have a representative present when HP provides warranty services at your site
- Notify HP if products are being used in an environment which poses a potential health or safety hazard to HP employees or subcontractors
- Subject to its reasonable security requirements, provide HP with sufficient, free, and safe access to and use of all facilities, information, and systems determined necessary by HP to provide timely support
- Ensure that all manufacturers labels (such as serial numbers) are in place, accessible, and legible
- Maintain an environment consistent with product specifications and supported configurations

Service upgrades

HP has a range of additional support and service coverage for your product that can be purchased locally. However, some support and related products may not be available in all countries. For information on availability of service upgrades and the cost for these service upgrades, refer to the HP website at <http://www.hp.com/support>.

Limited warranty period

The Limited Warranty Period for an HP Hardware Product is a specified, fixed period commencing on the date of purchase. The date on your sales receipt is the date of purchase unless HP or your reseller informs you otherwise in writing.

Products	Limited Warranty Period and Service Delivery Method *	Response Time **
<u>HP StorageWorks</u> <ul style="list-style-type: none"> EVA 3000 & 5000 Disk Array <u>HP OpenView</u> <ul style="list-style-type: none"> Storage Management Appliance 	3 years parts exchange 3 years labor 3 years on-site <i>EVA products include installation</i>	(7x24) 4-hour response time
<u>HP StorageWorks</u> <ul style="list-style-type: none"> EVA 4000, 6000 & 8000 Disk Array XP Disk Array 	2 years parts exchange 2 years labor 2 years on-site <i>EVA & XP products include installation</i>	(7x24) 4-hour response time (7x24) emergency response for XP Disk Arrays
<u>HP StorageWorks</u> <ul style="list-style-type: none"> Disk Subsystem DS2405 Virtual Array 71xx & 74xx 	2 years parts exchange 2 years labor 2 years on-site	4-hour response time (normal business hours)
<u>HP StorageWorks</u> <ul style="list-style-type: none"> NAS 8000 NAS b2000, b3000, e7000 (Version 2)**** HP Enterprise File Services WAN Accelerators DL380 <u>ProLiant Storage Server</u> <ul style="list-style-type: none"> DL380 G4, DL580 G2, ML350 G4 & ML370 G4 MSA 500 	3 years parts exchange 3 year labor 3 year on-site <i>**** Version 2 products are distinguished by the HP logo in the upper left corner of the front panel</i>	Next business day response
<u>HP StorageWorks</u> <ul style="list-style-type: none"> EMA 8000, 12000 & 16000 MSA 1000/1500/1510i NAS 1200s, 1500s, 2000s, 4000s 9000s, b2000, b3000, e7000 (Version 1)*** HP Enterprise File Services WAN Accelerators DL320 <u>ProLiant Storage Server</u> <ul style="list-style-type: none"> DL100 	3 years parts exchange 1 year labor 1 year on-site <i>*** Version 1 products are distinguished by the Compaq logo in the upper left corner of the front panel</i>	Next business day response
<u>HP StorageWorks</u> <ul style="list-style-type: none"> Fabric and Infrastructure Switches & Directors VLS 6000 Virtual tape Reference Information Storage System (RISS) Disk Subsystem DS2120 Tape Libraries: ESL-e, ESL9xxx, EML, MSL5000/6000, VLS, SSL2020 220mx, 300mx, 600mx, 700mx, 1200mx, 2200mx, 700ux, 1000ux, 1100ux, 1900ux, 2300ux, 3800ux & 7100ux Optical juke boxes NAS - 500s, S1000 <u>ProLiant Storage Server</u> <ul style="list-style-type: none"> ML310,110 	1 year parts exchange 1 year labor 1 year on-site <i>Both 1200mx and 2200mx include installation service</i>	Next business day response
<u>HP StorageWorks</u> <ul style="list-style-type: none"> AIT, DLT, DLT VS, DDS, SDLT & LTO drives USB DAT 40, 72 SCSI DAT 24 Host BUS Adapters MSA20, 30, 50 & SFS20 	3 years parts exchange <i>remote telephone support with parts replacement when diagnostic tests confirm part failure</i>	Next business day response - Advanced part/unit replacement
<u>HP Storage Works</u> <ul style="list-style-type: none"> 1280 Tape Superloader USB DAT 24 SSL1016, AIT & 1/8 Tape Autoloaders MSL2024 Tape Library 30ux & 9100mx Optical drive Network Interface Cards (NIC) 	1 year parts exchange <i>remote telephone support with parts replacement when diagnostic tests confirm part failure</i>	Next business day response - Advanced part/unit replacement

*Warranty Service indicated in this table reflects base level warranty offerings. Enhancements to base warranty may be included with your HP Hardware Product. For current warranty information, please consult the product specifications on www.hp.com.

** Response times are based on local standard business days and working hours. Unless otherwise stated, all responses are measured from the time the customer calls until HP has either established a mutually acceptable time for support to be performed, or HP has begun to provide support or remote diagnostics. Response time is based on commercially reasonable effort. In some countries and under certain supplier constraints, response time may vary. If your location is outside the customary service zone, response time may be longer or there may be an additional charge. Contact your local HP service organization for response time availability in your area.

Software limited warranty

EXCEPT AS PROVIDED IN THE APPLICABLE SOFTWARE END-USER LICENSE OR PROGRAM LICENSE AGREEMENT, OR IF OTHERWISE PROVIDED UNDER LOCAL LAW, SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS, FREeware (as defined below) OR THE OPERATING SYSTEM PREINSTALLED BY HP ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND HP HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF VIRUSES. Some states/jurisdictions do not allow exclusion of implied warranties or limitations on the duration of implied warranties, so the above disclaimer may not apply to you in its entirety.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HP OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE SOFTWARE PRODUCT, EVEN IF HP OR ANY SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF THE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

HP's only warranty obligations with respect to software distributed by HP under the HP brand name are set forth in the applicable end-user license or program license agreement provided with that software. If the removable media on which HP distributes the software proves to be defective in materials or workmanship within ninety (90) days of purchase, your sole remedy shall be to return the removable media to HP for replacement. For blank tape removable media, please refer to the following website:

<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=lpg50101>

It is your responsibility to contact non-HP manufacturers or suppliers for their warranty support.

Freeware operating systems and applications

HP does not provide support for software provided under public license by third parties, including operating systems or applications ("Freeware"). Support for Freeware provided with HP Hardware Products is provided by the Freeware vendor. Please refer to the Freeware operating system or other Freeware application support statement included with your HP Hardware Product.

Support for initial setup

Electronic or telephone support for initial setup is available from HP for ninety (90) days from date of purchase. See "[Contacting HP](#)" for online resources and telephone support.

Support includes:

- Answering installation questions (how-to, first steps, and prerequisites)
- Setting up and configuring software and options supplied or purchased with HP Hardware Products (how-to and first steps)
- Interpreting system error messages

- Isolating system problems
- Obtaining support pack information or updates for software purchased or supplied with HP Hardware Products

Support does NOT include assistance with:

- Generating or diagnosing user-generated programs or source codes
- Installation of non-HP products
- System optimization, customization, and network configuration.

Contacting HP

If your product fails during the Limited Warranty Period and the suggestions in the product documentation do not solve the problem, you can receive support by doing the following:

- Locate your nearest HP support provider via the World Wide Web at: <http://www.hp.com/support>
- Contact your nearest HP support provider, and be sure to have the following information available before you call:
 - Product serial number, model name, and model number
 - Applicable error messages
 - Add-on options
 - Operating system
 - Third-party hardware or software
 - Detailed questions

© 2006 Hewlett-Packard Development Company, L.P.

Printed in the US