



PRODUCT WARRANTY ATTRIBUTES

Version for DIGITAL Customers

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MCS Partner Helpdesk (02) 9561 5117 for further inquiries
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INTRODUCTION

All equipment sold by Digital is warranted against defects in materials and workmanship. The following document details the Warranty Terms & Conditions for both the Software and Hardware components of products currently Offered For Sale.

A product can be purchased with either Foundation or Standard warranty level which is inbuilt into the price. If there is only one level of warranty offered, this becomes the Standard warranty.

Please refer to the Warranty Program overview on Page3 for general Warranty information.

Standard Terms & Conditions are given for each of the product groups listed. These are found at the beginning of the relevant indexed section.

The information contained in this document is based on Digital's Corporate Warranty Term & Conditions, as well as on Digital's Corporate Warranty Program. Where applicable, this information has been altered to reflect the standard level of warranty offered in SPT.

IMPORTANT NOTE

The Trade Practices Act and the various State Fair Trading may provide warranties which can not be excluded. If these warranties apply then nothing in this document will be taken to limit in any way. Further DIGITAL reserves the right to limit in accordance with the Acts the remedies applicable to their statutory warranties.

WARRANTY SERVICE TERMS GLOSSARY

CMC	Carry-In Service (generally defined as 72hr or 48hr response)
CUSS	Carry-In Service, including 90 Day Advisory Software Support
BMC	Basic Hardware Service (Next Business Day - generally defined as 24hr or 8hr response)
BUSS	BMC, including 90 Days Advisory Software Support
DHMC	DECservice Hardware Service (Same Business Day response - generally defined as 4hr response)
DUSS	DHMC, including 90 Day Advisory Software Support
CRU	Customer Replaceable Unit (Unit swap)

FOR YOUR INFORMATION

Telephone assistance when provided during Warranty is available Monday through Friday, 9:00 am to 5:00 pm, excluding locally observed Digital holidays by call 1800-252277 or 9562-7777 (Sydney).

GENERAL WARRANTY TERM & CONDITIONS

(extract of Digital Warranty Terms and Conditions - Warranty Policies and Business Practices - MCS Warranty Programs)

INTERNATIONAL WARRANTY

International Warranty is honoured in the following countries with proof of purchasing a Warranted System at Standard Price (i.e., DEC#): For Onsite Service to be transferable, the customer's site must be within 50 km. (35 miles) of a DIGITAL Service Centre.

<i>AMERICAS :</i>	Brazil Venezuela	Canada	Mexico	Puerto Rico	USA
<i>ASIA PACIFIC:</i>	Australia Malaysia Thailand	Fiji New Zealand Vietnam	Hong Kong Philippines	Japan Singapore	Korea Taiwan
<i>EUROPE :</i>	Algeria Denmark Hungary Luxembourg Portugal Spain United Kingdom	Austria Finland Ireland Morocco Romania Sweden	Belgium France Israel Netherlands Russia Switzerland	Cyprus Germany Italy Norway Slovak Rep Turkey	Czech Rep Greece Ivory Coast Poland South Africa Ukraine

WHERE DIGITAL'S INTERNATIONAL WARRANTY CANNOT BE HONORED

International Warranty cannot be honoured in the following DIGITAL Subsidiary Countries because of local laws:

India PRC

International Warranty cannot be honoured in the following countries with a Direct DIGITAL Sales presence because services for DIGITAL products are provided by an independent country distributor or agent:

Indonesia Saudi Arabia

International Warranty cannot be honoured in the following Countries because Sales and Services for DIGITAL Products are provided by an independent country distributor or agent:

<i>AMERICAS:</i>	Argentina Cayman Dominican Rep. Panama	Bahamas Islands Ecuador Paraguay	Chile	Barbados Colombia Guatemala Peru	Bermuda Costa Rica Jamaica Trinidad	Bolivia Curacao Martinique Uruguay
<i>ASIA :</i>	Bangladesh	Pakistan	Sri Lanka			
<i>EUROPE :</i>	Angola Gabon Kenya Nigeria Tanzania Zambia	Bahrain Ghana Kuwait Omen Tunisia Zimbabwe	Bulgaria Iceland Macedonia Qatar Uganda	Croatia Iran Malta Reunion U.A.E	Egypt Jordan Mauritius Slovenia Yemen	

WARRANTY TERMS AND CONDITIONS

DIGITAL products are warranted to the end customer and not to DIGITAL Business Partners through which the products may be remarked. Products are warranted as specified in the applicable DIGITAL Terms and Conditions in effect in the country where and when ordered.

EQUIPMENT

DIGITAL warrants that DIGITAL equipment (third party equipment is excluded) will be free of defects in workmanship and material for the warranty period specified in the product warranty description. Equipment may be manufactured using refurbished components or may have been used internally for reliability or performance testing. Spare parts may be refurbished.

SOFTWARE

Digital warrants that software (third party software is excluded) will substantially conform to the user documentation accompanying the software or the applicable Software Product Description (SPD) for the specified warranty period. All software not expressly designated as warranted is provided "as is". Software product media and documentation updates are not warranted.

THIRD PARTY PRODUCTS

DIGITAL does not warrant third party products, which DIGITAL distributes "as is unless otherwise specified in the product warranty description. Third party products may be warranted by the third party as specified in the documentation provided with the third party products.

WARRANTY REMEDIES

DIGITAL will provide the following exclusive warranty remedies provided the Customer promptly notifies DIGITAL during the specified warranty period of any non-conformance to these warranties:

- o DIGITAL will repair or replace defective DIGITAL equipment in the manner specified in the warranty description applicable to the product.
- o DIGITAL will remedy warranted DIGITAL software in the manner specified in the warranty description applicable to the product.

If, in DIGITAL's opinion, DIGITAL is unable to otherwise remedy the warranty non-conformance, DIGITAL may accept return of the equipment or software and refund the purchase price.

DIGITAL will honour the warranty attributes world-wide where DIGITAL maintains a direct service presence, without regard to the country of origin. In countries where DIGITAL has an indirect presence, warranty is not available except with the express written consent of the country distributor or other local partner, and when DIGITAL provides parts, parts replacement and training.

Customer diagnoses fault to the FRU level, calls DIGITAL for instructions, packages per instructions, pre-pays transportation, and assumes risk of loss for Return-to-Digital warranty returns to the nearest DIGITAL Return Centre, DIGITAL is responsible for such costs and risks for returns to Customer.

DIGITAL's liability to Customer for any cause whatsoever shall be for direct damages only and will be limited to one (1) million dollars (U.S.). This limitation will apply regardless of the form of action. The limitation does not apply to personal injury caused by DIGITAL's negligence. In no event will DIGITAL be liable for any damages resulting from the loss of use, loss of data, lost profits, or any incidental, consequential or indirect damages.

WARRANTY EXCLUSIONS

Warranty will not apply if any of the following conditions occur on equipment or software:

Equipment

1. DIGITAL-installable equipment is installed/de-installed by unauthorised parties.
2. Services required due to unauthorised attempts by other than DIGITAL personnel to repair, maintain, reconfigure or modify the equipment or software.
3. Services on equipment on which the serial number has been removed.
4. The equipment configuration is not capable of running DIGITAL diagnostics.
5. Conditions resulting from improper use, external causes, including service or modifications not performed by DIGITAL, or operation outside the environmental parameters specified for the product.

Software

1. Changes or modifications have been made to software code.
2. The equipment configuration does not meet the minimum configuration requirements specified in the applicable Software Product Description or user documentation.

Products

1. Services which, in Digital's opinion, are required due to conditions related to improper treatment or use of the equipment or software, operations outside of the specified environmental parameters, or due to external causes.

In addition, Digital does not warrant:

1. that the software shall operate with any equipment and software other than as specified in the applicable Software Product Description (SPD) or user documentation, that the software shall satisfy customer's own specific requirements, or that copies of the software other than those provided or authorised by Digital shall conform to the SPD or user documentation.
2. that the operation of equipment or software will be uninterrupted or error free on third party products, which Digital distributes "as is" unless otherwise specified in a Quotation. Third party products may be warranted by the third party as specified in the documentation provided with the third party products.
3. software product media and documentation updates.

Warranty service may not be performed if DIGITAL reasonably believes conditions at the Customer site represents a safety or health risk.

No other warranty, express or implied, shall apply. DIGITAL specifically disclaims the implied warranty of merchantability and fitness for a particular purpose. No representation or warranty including but not limited to statements of capacity, suitability for use, or performance whether made by DIGITAL employees or by a DIGITAL Business Partner's personnel shall be considered to be a warranty by DIGITAL, for any purpose, or give rise to any liability of DIGITAL whatsoever. This does not apply to the warranties provided by the Trade Practices Act and the various State Fair Trading Acts. Their statutory warranties and the remedies available are limited to the content permitted by the Acts

REINSTATEMENT OF WARRANTY

To reinstate warranty for any of the above exclusions, any non-conformance must be rectified by the customer. DIGITAL has the right to perform an inspection at its discretion. Any equipment repairs and/or adjustments DIGITAL determines are necessary in order to rectify any non-conformance will be made at DIGITAL's Per Call rates, terms and conditions then in effect. Warranty is then reinstated, retroactively to the original date of warranty commencement. The inspection is free if no repairs are required.

WARRANTY COMMENCEMENT

Warranty will commence upon delivery to end customer, for products sold without installation included. All products sold with one selling price will not include installation as part of the selling price; installation is available as a separate offering for these product categories.

For products sold with installation, warranty will commence upon the completion of installation.

In the case of the purchase of products by a DIGITAL Business Partner, warranty commences upon delivery to end customer.

FREIGHT FOR WARRANTY RETURNS

Purchaser pays transportation for Return-to-Digital warranty returns to the nearest Digital return centre. DIGITAL pays transportation for return to purchaser.

WARRANTY REGISTRATION

Both DIGITAL and its Business Partners are each responsible to ensure that end user customers have ready access to the full provisions of product warranty entitlement.

The end user customer does not need to register with DIGITAL unless Supplemental Services are purchased. DIGITAL Business Partners are expected to assist in warranty registration (when DIGITAL product includes onsite warranty attributes). Tiered VARs may register their customer directly with DIGITAL or request that this registration be performed by their Distributor. If Supplemental Services are purchased, the business partner or VAR does not need to register the product warranty.

WARRANTY CLAIMS REQUIREMENTS

For products sold with Return-to-Digital warranty, purchaser claims made pursuant to the warranty must conform to the following requirements:

- o fault diagnosis is the sole responsibility of the purchaser.
- o the purchaser shall package and prepay transportation costs of any unit and/or option sent to DIGITAL.
- o the purchaser assumes the risk of loss or damage of parts in transit to DIGITAL.
- o the purchaser is responsible for freight on product returned to DIGITAL.
- o DIGITAL is responsible for return freight of the replacement product to purchaser.

PRE-CALL CHECKLIST

Prior to calling DIGITAL or their authorised reseller, customers should follow the pre-call checklist. This will allow DIGITAL to assist customers more quickly and efficiently.

- Consult the product user documentation included with the product to assure that the system features are properly configured.
- o Execute the customer diagnostics provided with the product, if applicable, and record the information. Consult the accompanying user documentation for more details on operation of this utility.
- o Determine the product model number and serial number to enable processing of warranty support.

DIGITAL Phone Support

The following service numbers are provided for use during the product warranty period.

United States	1-800-354-9000	Australia	1800-252-277
Austria	0222-86630-555	Belgium	02-7297744
Brazil	0800-218499	Canada (English)	1-800-267-5251
Canada (French)	1-800-267-2603	Denmark	80301005
Finland	9800 2870	France	1-69874123
Germany	01307702	Hong Kong	852-8053333
India	91-80-344077	Indonesia	6221-5721077
Israel	052-592-300	Italy	2-1678-20062
Japan	81-3-52733720	Korea	82-2-7991333
Malaysia	603-800-3435	Mexico	91-800-00210
Netherlands	030-832888	New Zealand	0800-801-272
Northern Ireland	0232 381381	Norway	02-256300
China/Beijing	861-8492266	China/Guangzhou	8260-6665666
China/Shanghai	8621-5457460	Philippines	623-810-5156
Portugal/Lisbon	01-3877051	Portugal/Oporto	02-6068805
Puerto Rico	800-981-4764	Rep. of Ireland	01-381216
Singapore	65-3366129	Spain/Barcelona	34-(9)3-4012222
Spain/Madrid	34-(9)1-5834257	Sweden	08-988835
Taiwan	886-2-7767355	Thailand	662-312-0500
United Kingdom	025659200	Venezuela	800-DIGITA