

SMARTSEMI® LIMITED WARRANTY DISCLAIMER
Penguin Solutions, Inc.

Penguin Solutions, Inc. (Penguin Solutions) Smartsemi® Limited Warranty applies only to SMARTsemi® products and services sold or licensed by Penguin Solutions. SMARTsemi products are covered by a limited warranty for one (1) year from shipment.

Where a SMARTsemi product is incorporated into or combined with any product, item, or component not sold or licensed by Penguin Solutions, this warranty does not extend to that product, item, or component.

Customer is solely responsible for system qualification and validation. Customer must obtain a return material authorization (RMA) before returning any suspected defective product to Penguin Solutions for verification against applicable product specifications.

Once Customer has qualified a product and placed an order for more than 100 units, Penguin Solutions has no obligation to provide failure analysis, root-cause analysis, 8D, or other investigative reports.

Penguin Solutions' sole obligation, and Customer's exclusive remedy, for any product confirmed by Penguin Solutions to be nonconforming is replacement of the product or a credit, at Penguin Solutions' option.

Penguin Solutions will not be liable for any indirect, consequential, incidental, special, exemplary, or system-level damages (i.e., any damage, failure, loss affecting Customer's system or other components into which a SMARTsemi product has been integrated).

Additional warranty terms are available in Penguin Solutions' Sales Terms and Conditions.

Acknowledgment

By signing below, Customer acknowledges that it has read, understood, and agrees to be bound by the terms set forth above. This acknowledgment shall remain in effect for all purchases of SMARTsemi products by Customer unless superseded in writing by Penguin Solutions.

ACCEPTED AND AGREED:

By: _____

Name:

Title:

Date: