

INTEL® ARC™ DISCRETE LIMITED EDITION GRAPHICS CARD LIMITED WARRANTY¹

Subject to the exclusions and limitations contained herein, Intel warrants to the purchaser of this boxed Intel discrete graphics card (the "Product") in its original sealed packaging ("Original Purchaser") and to the original purchaser of a computer system built by an Original Purchaser containing the Product ("Original System Customer") as follows: the Product will materially conform to Intel's publicly available specifications, and if the Product is properly used and installed, it will be free from material defects in material and workmanship for 3 years from the purchase date of (1) the Product in its original sealed packaging or (2) the computer system containing the Product ("Computer System").

SOFTWARE OF ANY KIND DELIVERED WITH OR AS PART OF THE PRODUCT IS EXPRESSLY PROVIDED "AS IS" UNLESS SPECIFICALLY PROVIDED FOR OTHERWISE IN ANY SOFTWARE LICENSE ACCOMPANYING THE SOFTWARE.

If the Product fails to conform to the above Limited Warranty during the warranty period, Intel, at its option, will:

- REPAIR the Product;
- REPLACE it with a new or reconditioned Product of equal or better functionality
- OR, REFUND its value at the time of the warranty claim (as determined by the recommended customer price on ark.intel.com).

This will be the exclusive remedy for any breach of warranty.

This Limited Warranty, and any implied warranties that may exist under applicable law, extend only to the Original Purchaser or the Original System Customer and last only for as long as the Original Purchaser or the Original System Customer continues to own the Product. This Limited Warranty is not transferrable to subsequent purchasers of the Product.

EXTENT OF LIMITED WARRANTY

Intel does not warrant that the Product, whether purchased standalone or integrated with other products, including without limitation semiconductor components, will be fail-safe; work without interruption or error; or be free from design defects or errors, designated by Intel as "errata," including "errata" that may cause the Product (or any firmware embedded in the Product) to deviate from published specifications. Intel may designate "errata" in its sole discretion, including after Product delivery or after your making of a warranty claim. Contact Intel for information on current characterized errata.

This Limited Warranty does NOT cover:

- normal wear and tear due to use of the Product;
- accessories, parts, or software added to the Product after the system is shipped from Intel;
- any costs associated with the replacement or repair of the Product, including labor, installation or other costs incurred by you, and in particular, any costs relating to the removal or replacement of any Product soldered or otherwise permanently affixed to any printed circuit board or integrated with other products;
- damage to the Product, defective conditions, or non-conformities due to: (1) external causes, including accident, problems with electrical power, abnormal conditions (such as mechanical or environmental); (2) usage not in accordance with Product instructions; (3) misuse, neglect, alteration, repair; (4) improper installation, testing, maintenance, or calibration; (5) operation outside environmental specifications; (6) Non-Intel supplied software or hardware; or (7) failure to apply Intel supplied modifications or corrections;
- any malfunctions or other errors in the Product caused by any third-party virus, infection, worm, or similar malicious code; Intel does not give or enter into any condition, warranty, or other terms to the effect that the Product will protect against all possible security threats, including intentional misconduct by third parties;
- any Product where the original identification markings have been removed, altered, or obliterated;

Other Limitations:

- Any products purchased from Intel Resale Corporation carry no warranty from Intel Corporation and are not products covered by this Limited Warranty. Intel Corporation does not sell used products and therefore Intel Corporation does not offer or honor warranty requests for them. For any warranty for used products, you must contact the company that sold them to you to determine whether any warranty is available from them.
- Any fraudulent activity regarding the request for warranty services from Intel will nullify the warranty request. Intel reserves the right to contact law enforcement regarding fraudulent activity.
- Intel retains the right to retain any fraudulent, counterfeit, or remarked product sent to Intel for warranty service to prevent such items from being released into the stream of commerce.
- Intel non-production products (e.g., engineering or qualification samples) are the property of Intel Corporation and carry no retail warranty and are not Products covered by this Limited Warranty. Intel retains the right to retain Intel non-production products sent to Intel for warranty service to prevent such items from being released into the stream of commerce.
- From time to time, Intel loans products for marketing and sales purposes. These loaned products do not carry a retail warranty and are not Products covered by this Limited Warranty. Any warranty services may be provided by the Intel teams making the loan. Intel retains the right to retain Intel loaned products sent to Intel for warranty service to prevent such items from being released into the stream of commerce.

HOW TO OBTAIN WARRANTY SERVICE

You may contact your place of purchase or you may contact Intel by calling an Intel Customer Support (ICS) center during business hours. You will be required to provide (1) your contact details; (2) proof of purchase; (3) model name and Product identification number; (4) an explanation of the problem and (5) more information if necessary. If ICS confirms that the Product is eligible for warranty service, you will receive a Return Material Authorization (RMA) number and instructions for returning the Product. Intel will ship to you, at its expense, the repaired or replaced Product within a reasonable period upon receipt of the returned Product. The replacement product will be warranted under the terms contained in this Limited Warranty, including its exclusions, except that the term of the warranty will be whichever of the following two periods is longer: (1) 90 days, beginning on the date of shipment of the repaired or replaced Product to you, or (2) the remainder of the warranty period for the returned Product plus an additional period equal to the number of days between when you notify ICS of the need for warranty service and when you received the repaired or replaced Product.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES FOR AND REPRESENTATIONS ABOUT THE PRODUCT. INTEL DISCLAIMS ALL OTHER EXPRESS WARRANTIES AND ANY WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE LIMITED IN DURATION TO THE PERIOD OF THE LIMITED WARRANTY. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, AND LIMITATIONS ON THEIR DURATION, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY

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THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR BY JURISDICTION. THE PARTIES AGREE THAT THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS (1980) IS SPECIFICALLY EXCLUDED FROM AND WILL NOT APPLY TO THIS AGREEMENT. ANY DISPUTE ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY WILL BE ADJUDICATED IN THE FOLLOWING FORUMS AND GOVERNED BY THE FOLLOWING LAWS (EXCEPT FOR MAINLAND CHINA), WITHOUT REFERENCE TO CONFLICT OF LAWS PROVISIONS: FOR THE USA AND THE REST OF THE AMERICAS, THE EXCLUSIVE FORUM WILL BE THE COURTS OF THE STATE OF DELAWARE, USA OR OF THE FEDERAL COURTS SITTING IN THAT STATE, AND THE APPLICABLE LAW WILL BE THAT OF THE STATE OF DELAWARE. FOR ASIA PACIFIC, THE EXCLUSIVE FORUM WILL BE SINGAPORE AND THE APPLICABLE LAW WILL BE THAT OF SINGAPORE. FOR JAPAN, THE EXCLUSIVE FORUM WILL BE TOKYO AND THE APPLICABLE WILL BE THAT OF JAPAN. FOR EUROPE AND THE REST OF THE WORLD, THE EXCLUSIVE FORUM WILL BE LONDON AND THE APPLICABLE LAW WILL BE THAT OF ENGLAND AND WALES. IF ANY TRANSLATED VERSION OF THIS LIMITED WARRANTY CONFLICTS WITH THIS ENGLISH VERSION, THE ENGLISH VERSION WILL CONTROL (EXCEPT FOR THE SIMPLIFIED CHINESE VERSION).

1 This Intel Discrete Graphics Card Limited Warranty applies to eligible Intel Discrete Graphics Cards packaged in authentic Intel packaging and sold to end customers as standalone components. The Intel Discrete Graphics Card Limited Warranty does NOT apply to discrete graphics cards contained within OEM systems; such discrete graphics cards are subject to OEM manufacturer warranties (if any).