

Huawei Data Center Facility Product Warranty Policy (Overseas)



HUAWEI

Huawei Digital Power Technologies Co., Ltd.



Note:

This document is applicable to the warranty instructions for Huawei data center facility products sold in overseas non-carrier markets. Warranty information in the following reflects general warranty offerings. In specific countries and regions, the warranty service and service SLA may be different after local adjustment. If there is any conflict with local terms and conditions, the local terms and conditions shall prevail, and please consult your local service sales representatives for details.

For contracts signed before 2024/7/13, standard warranty for non-distribution contract starts from the 90 days after Huawei ships the product or the date on which Huawei receives the warranty service request, whichever is earlier.

1 Warranty Scope

- 1.1 In case the warranty conditions in this Document are inconsistent with the sales contracts between Buyer and Huawei, the terms in the sales contracts shall prevail.
- 1.2 All Huawei warranty is only applicable to the original Buyer in the country/region where the products are sold. The warranty is not transferrable to another country/region or another customer.
- 1.3 The warranty must comply with local laws or other applicable regulations.
- 1.4 All the warranty services are applicable only to Huawei-manufactured products. Non-Huawei products, including but not limited to components, software, and third-party operating systems installed on Huawei products are not covered by this warranty. Consumables, mechanical parts or accessories listed in the following table are not covered by this warranty.

Type	Specific Description
Consumables	Including but not limited to cables, extenders, distributors, refrigerants, dust filter, wet film and humidifier drums
Mechanical Parts	Including but not limited to cabinet mechanical parts, shields, brackets, carts, tables, chairs, etc.
Accessories	Including but not limited to documents, product accessories, installation accessories, and tools

2 Warranty Service Description

2.1 Warranty Period Start Date:

- a) For products sold in the distribution contract mode, the warranty period starts from the 180 days after Huawei ships the products or the date on which Buyer requests for service, whichever is earlier.
- b) For products sold in the Non-distribution contract mode, the warranty period starts from the 180 days after Huawei ships the products or the date on which the product is powered on initially, whichever is earlier.
- c) The Contract provisions that Huawei shipment/POD+N months (N can be 0-6) is the starting point of warranty.
- d) If Huawei provides installation services, the warranty period starts from PAC.

2.2 Standard warranty period and SLA for data center facility products

Product Series	Warranty Period	Service Level Agreement (SLA)
UPS2000 (without built-in battery)	3 years	RFR (30BD-S)
Including but not limited to FusionModule series, FusionCol series, FusionDC series, FusionPower series, UPS5000, lithium battery cabinet, PDU8000, ECC800 and monitoring components, NetEco system hardware	1 year	
Lithium battery, lead-acid battery, ACB&MCCB circuit breaker	1 year	RFR (no SLA)
NetEco software	3 months	Software update authorization

NOTE

- a) **RFR:** means return for repair.
- b) The UPS and batteries in the FusionModule and FusionDC solutions shall be subject to their own warranty policy, instead of that of their respective host.
- c) Only one-year warranty is provided for terminal products (such as tablets). The service level is applicable to the warranty type provided by terminals.
- d) 30BD-S: Send spare parts within 30 working days after receiving the faulty parts from the customer.

2.3 The warranty type of a product may vary in different countries. Buyer may consult Huawei local service sales representatives for more information.

Service Category	Service Item
Remote Technical Support	TAC Support 7×24
	Online Self-help Support
Hardware Support	Return for Repair
Software Support	Software Update Authorization

- 2.4 The lead time for preparing the spare parts in new contracts is 30 days.
- 2.5 If Buyer activates the warranty in advance (of the normal warranty start date), the delivery time of the spare parts may not meet the SLA requirement as stated herein.
- 2.6 Onsite support service are only available in certain cities/areas. Buyer may consult Huawei local service sales representatives for more information.
- 2.7 Each party is responsible for the freight (return or shipping cost) respectively. If Huawei determines that the faulty item does not meet the conditions of the warranty specified in this document, Huawei shall return the defective product to Buyer at Buyer’s cost, or Buyer can pay for the repair service.
- 2.8 The warranty period for any repaired or replaced products/parts shall be ninety (90) days from shipment by Huawei, or the remaining of the initial warranty period of the host, whichever is longer. If the repaired or replaced products/parts warranty period exceeds the remaining warranty period of the host, the warranty service will be provided to the replaced product/parts only during the exceeding period.
- 2.9 Huawei shall, at its sole discretion, repair or replace the non-conforming hardware in accordance with this warranty. Huawei replacement parts used in hardware replacement may be new or like-new parts with equivalent functions or features.

2.10 Software support

- a) During the warranty period, Huawei ensures that the product works properly. Nevertheless, Huawei does not guarantee that the software will be error-free or run uninterrupted, nor does it guarantee that all program errors will be rectified.
- b) Huawei provides software releases. During the warranty period, the Buyer can obtain new software releases for free from the following website. It is important to note that the software releases provided by Huawei are intended to fix functional defects and do not offer new functions and/or features.

<https://support.huawei.com/enterprise/en/category/data-center-facility-pid-1657247194270?submodel=doc>

3 Warranty Disclaimer

- 3.1 The parties hereby agree that Huawei's compensation against Buyer's loss under this warranty agreement shall only cover the direct and reasonable losses incurred, justifiable with evidences, to Buyer due to Huawei's fault or product issue. Huawei shall not be liable for any indirect damages including but not limited to loss of income or profit, damage to reputation, or loss of data. The maximum liability of Huawei under this warranty agreement shall not exceed the amount paid by Buyer to Huawei for the related product.
- 3.2 Huawei does not guarantee that the product will operate uninterruptedly or error-free.
- 3.3 The following conditions (including but not limited to) are not covered by Huawei's warranty:
- a) Damage caused by Force Majeure Events (including but not limited to fire, flood, earthquake, lightning strike, and war).
 - b) Damage caused by abnormal voltage (such as high voltage or abnormal power failure) or virus infection.
 - c) Damage caused by intentional or negligence by Buyer or any third party, including damage caused by use in abnormal environments and non-compliance with the instructions. Physical damage or alteration of product surface. The product identification (such as bar code and model) is altered, torn, or damaged.
 - d) Damage caused by disassembly, repair, or modification by personnel or not authorized by Huawei. Alter or mark hard disks without complying with Huawei's requirements.
 - e) Other faults not caused by Huawei, including but not limited to faults caused by the use of accessories not provided by Huawei and faults caused by incompatibility with third-party software or hardware.
 - f) Products that are authorized only for testing, testing, training or demonstration purposes.
- 3.4 Huawei shall not be liable for failure or delay in delivering the warranty services due to the following reasons:
- a) Force majeure events, including but not limited to fire, flood, earthquake and lightning; or
 - b) Deteriorated service conditions due to social issues, including but not limited to riot, war, strike and government sanctions; or

- c) Power supply shortage or outage, including but not limited to electricity, water and fuel; or
- d) Interruption of carrier's network.

3.5 Huawei does not guarantee the Buyer's data stored in its products or related to the products in other forms. The Buyer is responsible for backing up the data to prevent loss. If Buyer accepts the warranty service provided by Huawei, it means that Buyer allows Huawei to access, collect, and handle information related to faults, troubleshooting, and commissioning during the service provision. Huawei will access and process related information as required by Buyer with Buyer's consent. The information will be used only for providing warranty services. As Buyer is the controller of the information, Huawei cannot confirm whether the information contains Buyer's confidential information or personal data. Buyer shall ensure that Buyer will obtain or retain all necessary consents, licenses, and authorizations ("Consent") for Huawei to provide the services in accordance with applicable legal requirements. Buyer shall ensure that Huawei does not violate applicable laws, customers' privacy policies, or agreements between customers and users when providing related services. Huawei will take reasonable measures to ensure the security of such customer information. However, Huawei shall not be liable for any direct or indirect liability caused by the acquisition and processing of such information during the service provision process. If Buyer returns the hardware to Huawei, it is deemed that Buyer has backed up and permanently deleted any confidential, private, or personal information stored in the hardware and authorized Huawei to transfer the hardware to Huawei's repair centers (which may be located in other countries) for repair. Buyer shall be solely responsible for deleting the above information before delivering the hardware to Huawei, and shall further indemnify and defend Huawei and hold Huawei harmless from any government agency or third party's failure to comply with applicable laws and regulations in transferring and disposing of the above information. any and all claims, liabilities, obligations, costs, expenses, penalties, fines, forfeitures and adverse consequences of the award.