

# Fujitsu SSSNA Reliability Promise

At Fujitsu we develop our products to meet the highest standards in both quality and technology. We are so sure of the excellence of our servers and SANs that we have created our Reliability Promise: should a hardware defect covered by the Fujitsu Standard Warranty for your server or SAN occur within one year of purchase we are offering our customers a repair and a full refund of the purchase price\*. (Note - Hard disk drives will not be included within the reliability promise and will be managed under standard warranty).

## Fujitsu SSSNA Reliability Promise Terms and Conditions

### PROMOTION OVERVIEW

This promotion is available on purchases of the Eligible Server and SAN Models made between 1st December 2016 and 30<sup>th</sup> September 2020:

PRIMERGY: TX, RX and CX-The refund will be applied for the value of the individual server (this applies to the individual node or chassis for CX)

ETERNUS: DX, CS200C, JX, LT and AF-The refund will be applied for the value of the individual base unit  
Fujitsu reserves the right to end this promotion at any time and without prior notice but will honour all registered products if the promotion is removed.

### PROMOTION OVERVIEW

This promotion is available on purchases of the Eligible Server and SAN Models VFY:RX server, VFY:TX Server, VFY:DX60 S3, VFY: DX100 S3, VFY:C740, VFY:H760, VFY:J550, VFY:M740, VFY:R940 and VFY:W550 made between 1st February 2015 and 30<sup>th</sup> September 2020.

Fujitsu reserves the right to end this promotion at any time and without prior notice.

In order to take part in this promotion, you need to register your Eligible Server or SAN as described below.

This promotion does not affect your statutory rights and is only valid for the Eligible Server or SAN for which it is registered.

Please note: please retain your original proof of purchase of the Eligible Server or SAN as you will need this in the event of a claim under this promotion.

For any and all queries relating to this promotion please email [contact@fujitsu-promotions.com](mailto:contact@fujitsu-promotions.com).

### REGISTRATION PROCESS

In order to qualify for this promotion, you have to register your Eligible Server or SAN at the following website within twenty eight (28) days from the date of purchase of the Eligible Model. Your date of invoice is counted as day one (1). The registration form can be found at: <https://www.fujitsu-promotions.com/sssna-reliability>  
Registrations must be made by the purchaser of the Eligible Server or SAN.

Following registration of your Eligible Server or SAN you will be provided with a registration confirmation email containing a unique reference number which you will need to retain as you will need this in the event of a claim under this promotion. If you do not receive this email within two working days please email [contact@fujitsu-promotions.com](mailto:contact@fujitsu-promotions.com).

### CLAIM PROCESS

Provided that you have registered your Eligible Server or SAN in accordance with the section "Registration" above, if a Hardware Defect (defined below) occurs within one year of purchase, please take the following steps:

1. Contact the Fujitsu Server Warranty Support Centre on 08702 434399 to find out how to get your Eligible Server or SAN diagnosed and how you can subsequently get the Server or SAN repaired.
2. In the case that a Hardware Defect is detected, your Server or SAN will be repaired under the conditions of the Fujitsu Warranty.
3. Within fourteen (14) days of your Eligible Server or SAN being repaired ("the claim period"), you must fill out the online form provided at the webpage below and submit it including the following information:
  - The serial number of the registered Server or SAN
  - Your Reliability Promise reference number (emailed to you when after registration)
  - Warranty Call Number (this will be used to ascertain proof of repair under the conditions of your warranty)
  - Purchase price of Server or SAN

Should you provide the required information and raise your claim later than within fourteen (14) days after your Eligible Server or SAN has been repaired, then Fujitsu will reject your refund claim.

You will find the online claim form at: <https://www.fujitsu-promotions.com/reliability/claim.aspx>

4. Once your claim has been verified and provided that your application complies with these promotion terms, then you will receive the refund of your purchase price of your Eligible Server or SAN (as stated on your proof of purchase).

This will usually be within six (6) weeks of receipt of all required documents and authorisation of the claim. Fujitsu will not refund/compensate any VAT/ tax consequences that may arise for the purchaser due to the refund of the purchase price and is not obliged to issue VAT/tax invoices or credit notes in the framework of the refund of the purchase price.

#### EXCLUSIONS FROM THIS PROMOTION

This promotion only applies to Eligible Server or SAN which develop a Hardware Defect and are repaired under Fujitsu Warranty. Defects that are caused by improper use are excluded from the Fujitsu Warranty. Proper operation is understood to be the operation of the product under the conditions described in the operating manual or documentation of the product. Full details of Fujitsu Warranty Services can be viewed at: <http://support.ts.fujitsu.com/warranty/Index.asp?LNG=COM>

The following defects are not covered by the promotion:

- Hard disk drives will not be included within the reliability promise and will be managed under standard warranty
- minor defects or deviations from the product specifications, that are immaterial or negligible with regards to the value or the functioning of the product
- providing and installing upgrades/updates of BIOS, drivers or software
- Resetting security functions, deleting passwords, etc.
- backup or restoring customer-specific data or software
- reinstalling non executable software/operating systems (e.g. deleting system relevant files, faulty system settings or self-reproducing computer programs such as computer viruses)
- The uninterrupted or fault free functioning of integrated installed or supplied software, nor the quality, performance, merchantability or fitness of such software or any accompanying documentation for any particular purpose, even if it was delivered with a Fujitsu product.

Neither does the warranty cover diagnosis and the remedying of defects caused:

- through improper use or improper maintenance of the device by the customer or third parties (e.g. breakage, mechanical or casing damages, defective cables or plugs); improper actions include operations that are not compatible with the instructions contained in the product manual
- By force majeure (lightning, floods, war, etc.)
- By dirt or contamination (mouse, magnetic tape drive, etc.)
- By extraordinary environmental influences (excess voltage, magnetic fields, etc.) or
- By other circumstances of which Fujitsu is not responsible.

Warranty claims expire upon:

- equipment or use of Fujitsu products with spare parts, components and/or peripherals not certified for the respective use by Fujitsu,
- if services/repairs or other modifications to the product have been carried out by persons not authorised by Fujitsu, unless the customer proves that any defects occurring thereafter were neither caused by nor arose as a consequence of such events.

#### SCOPE & RESTRICTIONS

This promotion is applicable to the Eligible Server and SAN Models VFY:RX server, VFY:TX Server, VFY:DX60 S3, VFY: DX100 S3, VFY:C740, VFY:H760, VFY:J550, VFY:M740, VFY:R940 and VFY:W550 only and limited to one (1) claim per person / company. It does not apply to any accessories, peripherals, software, options or other applications purchased with or for the Eligible Server and SAN nor to Eligible Server and SAN replaced or repaired under this promotion.

Self-repairs will not qualify under this promotion. Refurbished, reconditioned, auctioned and leased Eligible Server or SAN and Eligible Server or SAN which are subject to hire purchase arrangements do not qualify for this promotion.

This promotion does not apply to Server or SAN which are or have been the subject of a product recall or which are or have been the subject of an epidemic fault as determined solely by Fujitsu.

This promotion cannot be used in combination with other Fujitsu campaigns.

This promotion is not open to employees of Fujitsu or Fujitsu distributors, resellers, e-sellers, retailers or any third party suppliers of Fujitsu products, their employees, families or anyone connected professionally with this promotion.

#### DISCLAIMER

1. Fujitsu shall be entitled to modify these promotion terms at any time. Entry in the promotion implies acceptance of these rules.
2. You are responsible for registering your Eligible Server or SAN properly as laid out in these Terms within twenty eight (28) days from purchase. In order to make a valid refund claim, you must provide all the necessary information as stated above within fourteen (14) days to Fujitsu. Fujitsu does not accept any responsibility should the conditions not be adhered to by you.
3. Fujitsu does not accept responsibility for any claims lost, late, or delayed or damages for any delays resulting from any failure to follow the registration / claim process as set out in these promotion terms.
4. You will not be eligible to participate in this promotion if you do not have access to a valid email address.
5. By entering this promotion, you give your consent to Fujitsu using your personal information to administer the promotion, disclosing your personal information to organisations that assist Fujitsu with administering the promotion and to third parties as required by law (including authorities that regulate the promotion). Please consult our Privacy Policy contained on the Fujitsu website for more information.
6. Fujitsu does not warrant that your use of or access to the registration site or the online claim form will be uninterrupted by error or virus nor shall it or its licensors have any liability for damage caused by hostile software which may affect or infect your computer equipment or property as a result of your use browsing this site.
7. Fujitsu reserves the right to withhold the payment if there is a cause to believe a refund is requested otherwise than in accordance with these Terms and Conditions.
8. Fujitsu reserves the right to refuse claims if at any stage you have not fully complied with these promotion terms or if a claim is not submitted strictly in accordance with these promotion terms or if the Eligible Server has been deliberately damaged.
9. Fujitsu does not cover costs for registering and submitting claim documents.
10. Should the refund be issued by a cheque, it is your responsibility to bank any cheques within the correct time frames. Replacement cheques will not be sent out.
11. To the maximum extent permitted by applicable law, in no event will Fujitsu be liable for any losses or direct or indirect damages, loss of business profits, lost savings or other special, incidental, exemplary or consequential damages whether for breach of warranty, contract, strict liability, tort or otherwise arising out of or in connection with this promotion.
12. Subject to paragraph 11 above, Fujitsu's total aggregate liability to entrants in this promotion shall not exceed the value of the Eligible Server.
13. Fujitsu shall not be liable for any failure to fulfil this offer where such failure is caused by any supervening circumstances amounting to force majeure. Such circumstances shall include, but shall not be limited to severe weather conditions, fire, flood, war, earthquake, riots, industrial dispute, terrorism, acts of God, supervening legislation, or events which, without the fault of either party, render performance impossible or incapable of satisfactory execution.
14. Failure by Fujitsu to enforce any provision of these promotion terms in whole or in part will not constitute a waiver, or affect Fujitsu's right to require the future performance in full thereof, nor shall Fujitsu's waiver of any breach of any provision of these promotion terms constitute a waiver of any subsequent breach or nullify the effectiveness of any such provision.
15. If any provision of these promotion terms is found by any court, tribunal or administrative body of competent jurisdiction to be illegal, invalid or otherwise unenforceable, the other provisions of these promotion terms will not be affected and will remain in full force and effect.

#### VALIDITY

If one of the clauses of these terms and conditions is deemed invalid, ineffective or unenforceable, in whole or in part, or loses its legal validity later, the validity of the other clauses shall not be affected. The clause declared invalid, ineffective or unenforceable will be replaced by the disposition closest to that clause.

PROMOTER

The promoter of the campaign is:

Fujitsu Services Limited

Registered office: 22 Baker Street, London W1U 3BW

These terms and conditions shall be governed by and constructed in accordance with local law.

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