

Express Limited Warranty

COHE5ITY



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1. Cohesity warrants solely to the end purchaser of its products (the “Products”) only that:
 - a. The hardware Products and/or each hardware component thereof will be free from material defect in workmanship (under normal use and conditions) for one (1) year from the date of purchase. This warranty does not apply to (a) expendable or consumable parts, (b) any software contained on the Products or otherwise supplied by Cohesity, (c) Products which are returned in any manner that is not in compliance with Cohesity’s then-current RMA policies, (d) any Product from which the serial number has been removed, or (e) any Product that has been damaged or rendered defective for any reason other than caused by Cohesity or a Cohesity authorized service provider.
 - b. The software Products will operate, for a period of 90 days from the date of availability to the Customer, substantially in accordance with, and as described in, the documentation provided by Cohesity (directly or indirectly) to Customer and the user manual accompanying such delivery.
2. Cohesity’s sole obligation under the express warranty set forth in Section 1 shall be, at Cohesity’s option and expense, to repair or replace the applicable component and/or Product; provided that in the event of a breach of the foregoing warranty within thirty (30) days of shipment, Cohesity will replace any non-compliant Product with a new Product within five (5) business days of notice via its then-current RMA procedure. Customer must contact Cohesity’s technical support center within the applicable warranty period to obtain a Return Material Authorization (“RMA”) number. In order to obtain warranty services, dated proof of purchase may be required by Cohesity in its sole discretion. Products may not be returned without an RMA number.
3. Access to Cohesity’s technical support center for any and all questions, consultation, deployment assistance, or problem reports regarding the Products or any software shall be provided only pursuant to a separate service and support agreement. This warranty does not provide advance replacement parts.
4. EXCEPT AS EXPRESSLY PROVIDED ABOVE, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW ALL PRODUCTS, SOFTWARE AND SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTY WHATSOEVER, AND COHESITY AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE. COHESITY ALSO EXPRESSLY DISCLAIMS AND MAKES NO WARRANTY REGARDING ERROR-FREE USE, NON-INTERRUPTION OF USE OR FREEDOM FROM BUGS. COHESITY WILL HAVE NO LIABILITY FOR THE LOSS OR CORRUPTION OF ANY DATA STORED ON ANY PRODUCT FOR ANY REASON.
5. This Warranty shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California as applied to contracts made and to be performed in California, without applying conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (1980) is hereby excluded in its entirety from application to this Warranty.

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