

ARM Tools Warranty Policy (“Agreement”)

System Design Division, ARM.

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1 EFFECT OF THIS DOCUMENT

This document is a legal agreement between ARM Limited and the person (an individual, company or other legal entity) who first purchased the relevant unit of the Product (as defined below) from ARM or from an authorised reseller of ARM. By making a claim under this Agreement, or by otherwise indicating that you wish to rely on or benefit from the contents of this Agreement, you agree to accept all of its terms without modification. This Agreement covers only the ARM development tools identified in Clause 2.1.1 below.

2 TOOLS WARRANTY POLICY

2.1 Scope

2.1.1 Products covered by this Agreement (each a “Product”)

The Products in the following product lines:

- RealView Integrator™ Platforms and Modules
- RealView Versatile Platform Baseboards, Emulation Baseboards, Application Baseboards and Tiles
- RealView LCD panels, PCI backplanes and PSUs supplied for use with RealView Integrator or Versatile hardware
- RealView Multi-ICE®
- RealView MultiTrace™
- RealView ICE
- RealView Trace and Trace 2
- ARM Versatile Express Platforms and Modules
- ARM DSTREAM
- mbed
- KEIL uLINK, uLINK2, uLINKME and uLINKPRO USB/JTAG adapter
- KEIL evaluation boards

2.1.2 Products and items not covered by this Agreement

Only the Products identified in Clause 2.1.1 above are covered by this warranty.

No firmware or software tools are covered by this warranty, which includes any firmware or software which may have been supplied with or preloaded into any of the Products identified in Clause 2.1.1 above. Any warranty (if any) given regarding software or firmware supplied with a Product shall be governed by the specific end user licence agreement supplied with such software or firmware. If there is no such agreement then no warranty applies to the software or firmware.

2.2 Terms and Conditions

2.2.1 Warranty And Main Limitations: Subject to all the terms of this Agreement, ARM warrants to you that; (a) the Product shall be free from defects in materials and workmanship under normal use; and (b) the Product will perform substantially in accordance with any accompanying documentation for the period of; (i) **ninety (90) days** from your receipt of the Product, in respect of any third party power supplies and cables supplied by ARM and included with the Product; **or** (ii) for other Product items, **twelve (12) months** from the date of your receipt of the Product (together the “**Warranty Period**”).

EXCEPT AS PROVIDED IN THE FOREGOING PARAGRAPH, ARM EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS OR OTHER TERMS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARM BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS) RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM ANY REPAIRS, OR FROM THE USE OF ANY PRODUCT COVERED UNDER THIS WARRANTY POLICY, WHETHER BASED ON A CLAIM UNDER CONTRACT, TORT OR OTHER LEGAL THEORY, EVEN IF ARM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Because some jurisdictions do not permit the exclusion or limitation of liability for consequential or incidental damages, the above limitation relating to liability for consequential damages may not apply to you. ARM does not seek to limit or exclude liability for death or personal injury arising from ARM's negligence or from ARM's fraud, to any greater extent than is allowed by applicable laws.

2.2.2 Sole Remedy: If your unit of the Product fails within the Warranty Period, then, subject to you first returning the defective unit to ARM in accordance with the requirements of Clause 2.2.3 below, ARM will, in ARM's sole discretion, either **repair or replace** your unit, in each case **free of charge**.

If ARM has agreed to **repair** your unit under this Clause but has not repaired and despatched it within sixty (60) days of receipt from you, then at your request ARM will loan you a replacement unit for your temporary use until the repair is complete. You agree that any such loan shall be on a "sale or return" basis meaning that you agree to buy the loaned unit at the then current ARM "one-off" list price, if within thirty (30) days of ARM's despatch of the repaired unit to you, ARM has not received the loaned unit from you. Accordingly ARM may invoice you for such non-returned units immediately after the end of such thirty (30) day period.

If ARM agrees to **replace** your unit under this Clause, ARM will endeavour to replace it from any existing stock ARM may have, subject to ARM's standard delivery lead-times applicable at that time. Any replacement unit of the Product will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer.

This Clause 2.2.2 sets out ARM's entire liability and your exclusive remedy under the limited warranty given in Clause 2.2.1 above.

2.2.3 Procedures And Time Limits For Claims: To make a claim under this Agreement, you must (i) notify ARM of your claim in writing, and provide proof of purchase of the unit concerned from ARM or an ARM authorised reseller, before the end of the Warranty Period; (ii) ensure your defective unit of the Product is returned to ARM no later than thirty (30) days after such notification; and (iii) follow the procedure detailed in Section 2.3 below when returning defective Products to ARM. ARM shall be entitled to reject any claims that do not comply with requirements (i) to (iii) of this Clause 2.2.3.

2.2.4 Products Out Of Warranty: If a Product fails outside the Warranty Period, then you may either; (i) order a new Product; or (ii) return the Product to ARM and, subject to availability of resources, ARM will provide you with a quotation for the repair of the failed Product (if ARM in its sole discretion considers such repair to be commercially reasonable).

Note: UNLESS ARM EXPRESSLY AGREES OTHERWISE IN A SIGNED WRITTEN AGREEMENT WITH YOU, THIS AGREEMENT SHALL NOT BE MODIFIED OR EXTENDED BY ANY SEPARATE SUPPORT AND MAINTENANCE AGREEMENT YOU MAY HAVE FOR THE PRODUCTS, AND YOUR SUPPORT AND MAINTENANCE CONTRACT (IF ANY) DOES NOT ENTITLE YOU TO RETURN ANY FAULTY PRODUCTS UNDER THIS AGREEMENT.

2.2.5 Further Exclusions: ARM shall not be liable in respect of defects in the Product arising from; (i) your error or neglect in use, storage or transportation of a Product; (ii) any modification of the Product made by anyone other than ARM; or (iii) the use of the Product in combination with other equipment, software or technology not purchased or licensed from ARM, provided that such defects would not have occurred but for such combination, modification or enhancement. Accordingly, if upon your return of a failed Product it is clear that the fault has arisen out of one or more of the above set of circumstances, then ARM reserves the right to charge you for the full price of any replacement unit, or the cost of getting the unit repaired. Repair charges include labour, parts replaced, shipping and an administration charge.

Any warranty (if any) given regarding software or firmware supplied with a Product shall be governed by the specific end user licence agreement supplied with such software or firmware. If there is no such agreement then no warranty applies to the software or firmware.

2.3 ARM Tools Return Material Procedure

Before returning a Product to ARM, you must contact the local supplier (if any) from which the Product was purchased and provide (i) a defect description, and (ii) the serial number of the defective Product(s). At this time the local supplier will liaise with ARM's support team to check the validity of the reported defect and proposed return.

If you purchased the Product directly from ARM (this includes purchases through an ARM KEIL sales office) and not through a local supplier, please email this information to:

if purchased from ARM:	support@arm.com
if purchased through an ARM KEIL office (Europe):	support.intl@keil.com
if purchased through ARM KEIL office (US):	support.us@keil.com

If ARM agrees that the Product should be returned, ARM will issue a return material authorisation number (RMA#) to you for tracking purposes and instructions for the return of the Product. You agree to use all reasonable efforts to return the Product in its original packaging. Failure to pack the Product suitably for return may result in the warranty being invalidated. You should refer to the RMA# number when returning the defective Product. If the Product is being returned from outside the EEC, you should also clearly follow the instructions supplied to allow temporary Inward Processing Relief.

3 ADDITIONAL CONDITIONS

Except as may be expressly agreed to the contrary in a signed written agreement between you and ARM; (i) any written or oral information or advice given by ARM's distributors, agents or employees will in no way increase the scope of the limited warranty contained in this Agreement; and (ii) this Agreement states the only warranty made by ARM to you in respect of the units of Product that you have purchased, and the terms of this Agreement shall override the terms of any purchase orders and any other terms and understandings you may seek to apply in respect thereof.

This Agreement is personal to you and cannot be assigned or transferred without ARM's prior written agreement.

The failure by ARM to enforce any of the provisions of this Agreement, unless waived in writing, shall not constitute a waiver of ARM's rights to enforce such provision or any other provision of this Agreement in the future.

If any Clause in this Agreement is held by a court of law to be illegal or unenforceable the remaining provisions of this Agreement shall not be affected thereby.

Entities under common control with ARM may perform this Agreement, and take the benefit and the burden thereof, in whole or in part, in addition to or in place of, ARM.

This Agreement and its interpretation, construction and enforcement shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts.