

Penguin Computing Warranty Statement

Contact us with your serial number ready so we can verify your coverage and determine the needed component parts.

Penguin Computing, Inc.
45800 Northport Loop West
Fremont, CA 94538
Phone (USA): 415-954-2800
800 Number: 888-PENGUIN (888-736-4846)
E-mail: support@penguincomputing.com

Hours of availability: 6:00 am - 5:00 pm PST, Monday through Friday.

Base Warranty Includes

- 24x7 web portal access for opening new cases and tracking open cases.
- Basic installation, administration and troubleshooting of Scyld, plus qualified versions of RedHat and CentOS.
- 3 years phone-based troubleshooting for hardware problem resolution.
- 3-year return to depot repair.
- RMA parts, shipped 2nd business day, based on availability and subject to phone-based troubleshooting.
- 3rd party RMA assistance.

Warranty Exclusions

- Third-Party Products, but we will assist, when possible, in initiating an RMA with third-party hardware vendors on your behalf.
- Damaged caused by accident, act of nature, mishandling, shipping, incorrect installation, or neglect. This includes inadequate cooling or ventilation, improper or incorrect power, failure to follow operating instructions, or use with incompatible devices.
- Scripting, programming, web/mail/database server implementation or configuration, kernel recompiles.
- Training, preventative maintenance, advanced system configuration
- Third party software integration
- GPU warranty is return to depot only, no advance component replacement is available for GPU components. GPU warranty is a maximum of 3 years. All warranties or extensions beyond 3 years total from the date of shipment EXCLUDE all GPU components. To the extent this warranty conflicts with any other GPU warranty offered by the Company, the terms of this GPU warranty shall prevail.

Warranty Repairs

After completing telephone or email-based diagnosis, we may require your system be sent to us for and removing all data from the system. Repair time is contingent on diagnosis and availability of replacement parts. If we are unable to reproduce the problem, and if the system successfully completes all diagnostic tests, it will be returned at your expense with a diagnosis of "no problem found." If original components are not available, Penguin Computing reserves the right to substitute other components of an equivalent or greater performance specification. If Penguin Computing chooses to provide a replacement system under warranty, the warranty end date will remain the same as the warranty end date of the original system.

RMA Part Replacement

Upon determination by Penguin Computing that a part should be replaced, we will initiate a Return Material Authorization ("RMA") and ship the replacement part(s) as they are available. RMA parts for systems that are not covered under a NBD on-site support contract will ship 2nd business day delivery when available. Any replacement product will contain instructions on how to send defective products back to Penguin Computing. Related shipping charges will be covered only within 30 days of your original system invoice. Systems that include next day on-site service contracts are eligible for next business day shipping. Please include the RMA number and/or Case number on return packaging. When we ship your replacement, a corresponding invoice will be issued and payable if we do not receive the replaced part within 15 business days.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS LIMITED WARRANTIES STATED ABOVE ARE THE EXCLUSIVE WARRANTIES FOR THE PRODUCTS, AND EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS AND ANY SERVICES ARE PROVIDED "AS IS." NEITHER PENGUIN COMPUTING NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTY, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMERS MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULLEST EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE WARRANTY PERIOD.