

# Simply NUC Europe Limited

## Support Services and Manufacturer Warranties

Simply NUC Europe Limited (“**Simply NUC**”) builds and sells computers and computer systems with quality components manufactured by major brands. In connection with those sales, we offer our customers Support Services (“**Services**”). These Services provide all Simply NUC customers with a streamlined post-sales support experience, as well as end-to-end management of the applicable Manufacturer Warranties (“**Warranties**” or “**Warranty**”) on the equipment we sell, which may vary in length and coverage for each individual component. When purchasing a product from Simply NUC, your Services and the Warranties from each manufacturer combine under Simply NUC to streamline the process of support, repair, and replacement. Components replaced under the Services may be new or refurbished. Refurbished components have been returned to Simply NUC, some of which were never used by a customer. All components are quality inspected and tested.

In the event that it becomes necessary to return a product purchased directly from Simply NUC, Simply NUC offers the ability to return eligible products for a credit or a refund, to be determined at the discretion of Simply NUC, of the purchase price paid less shipping and handling and any applicable restocking fees as outlined in the Simply NUC’s “EU Return and Refund Policy” document (<https://simplynuc.eu/legal/>).

When we assemble products for customers, we perform a burn-in and functional test before shipping the products. This test detects most components that will fail in the first year prior to ever shipping the product to you. However, even after testing by the manufacturers and by us, there may be component defects that may not be detected until after shipping to you or created during shipping.

This document defines the obligations of Simply NUC and its customers in managing those failures.

### A. Product Types

#### 1. Intel NUC Kits

- a. Intel NUC Kits are comprised of the NUC chassis, motherboard, and Intel processor only, with no memory, storage, or Operating System (“**OS**”) components included
  - i. Simply NUC provides no Services for resolving issues related to incompatible components or issues resolving operating system drivers. Intel provides a list of supported components as well as support forums that should be consulted instead. (<https://www.intel.com/content/www/eu/en/support.html>)

2. Intel NUC Fully Configured
  - a. Intel NUC fully configured systems are comprised of Intel NUC Kits, with customer selected memory, storage, and OS components integrated by Simply NUC
3. AMD LLM (“**Long Life Mini**”) Kits
  - a. AMD LLM Kits are comprised of the LLM chassis, motherboard, and AMD processor only, with no memory, storage, or Operating System (“OS”) components included
4. AMD LLM Fully Configured
  - a. AMD LLM fully configured systems are comprised of AMD LLM Kits, with customer selected memory, storage, and OS components integrated by Simply NUC
5. AMD ELM (“**Entry Level Mini**”) Kits
  - a. AMD ELM Kits are comprised of the ELM chassis, motherboard, and AMD processor only, with no memory, storage, or Operating System (“OS”) components included
6. AMD ELM Fully Configured
  - a. AMD ELM fully configured systems are comprised of AMD ELM Kits, with customer selected memory, storage, and OS components integrated by Simply NUC
7. Intel-Based Porcoolpines
  - a. Intel-based Porcoolpines are comprised of Simply NUC’s Porcoolpine fanless chassis with an Intel NUC Kit motherboard, Intel processor and customer selected memory, storage, and OS components integrated by Simply NUC
8. AMD-Based Porcoolpines
  - a. AMD-based Porcoolpines are comprised of Simply NUC’s Porcoolpine fanless chassis with an AMD LLM Kit motherboard, AMD processor and customer selected memory, storage, and OS components integrated by Simply NUC
9. SNUC Books
  - a. SNUC Books are laptops collaboratively designed between Intel and Simply NUC, with the laptop chassis, motherboard, and Intel processor fully configured with customer selected memory, storage, and OS components integrated by Simply NUC

## B. Services and Warranty Coverage

Included and optional Support Services and Manufacturer Warranties by Product Type:

Product Type	Included Support Services	Optional Support Services	Manufacturer Warranty
Intel NUC Kits	N/A	N/A	3-Year
Intel NUC Fully Configured	1-Year	3-Year or 5 Year	3-Year
AMD LLM Kits	N/A	N/A	3-Year
AMD LLM Fully Configured	1-Year	3-Year or 5 Year	3-Year
AMD ELM Kits	N/A	N/A	3-Year
AMD ELM Fully Configured	1-Year	3-Year or 5 Year	3-Year
Intel-Based Porcoolpines	1-Year	3-Year or 5 Year	3-Year
AMD-Based Porcoolpines	1-Year	3-Year or 5 Year	3-Year
SNUC Books	1-Year	3-Year	1-Year

If you elect to purchase any of the optional Support Services detailed above, you may do so by purchasing one of the available options that applies to your product at the time of purchase, or within 30 days of the system's ship date at a higher rate to be quoted by Simply NUC Sales. If your Services package extends beyond the Warranty period, and you have a claim after the applicable Warranty period, Simply NUC will replace the applicable product or component at our expense with identical or equivalent components. If you have a claim after a product or individual component is declared End of Life ("**EOL**") by its manufacturer at any time, Simply NUC will transfer working and compatible components to a recommended replacement product. If the manufacturer provides a credit for the defective, EOL product or component, the credit may be applied towards your replacement product. A balance may be due to Simply NUC.

For customers purchasing products who are planning on installing their own OS, we recommend ordering the product with either Linux (no charge) or Windows pre-installed to ensure that the system is fully stable with an OS installed by Simply NUC. Additionally, an OS restore key can be purchased to allow you to restore the OS or to verify that your OS install is the cause of issues by verifying them against a certified OS image. Simply NUC will provide links to drivers for Windows. The latest version of Linux should contain all necessary drivers, but limited support for various Linux is available. Many of Simply NUC's customers have installed VMWare ESXi, but Simply NUC does not offer it preinstalled and does not offer support for it. ESXi is a community supported OS, and forums should be consulted for assistance.

## C. Terms Applicable To All Services

### 1. Services Process

- a. Initial Assessment: Some level of technical investigation and verification will be required prior to shipping any unit back to Simply NUC. This helps us to resolve problems that can be solved at your location without delay.
- b. Services Period: The Services period begins on the ship date of the applicable system. This date appears on the shipping label, tracking, and packing slip.
- c. Return Merchandise Authorisation: Before returning a product to Simply NUC, you must first obtain a Return Merchandise Authorisation (“**RMA**”) by contacting our Customer Support team by visiting <http://simplynuc.eu/support>. If you do not first obtain an RMA, our obligations with respect to that specific return will terminate, and you will be required to make payment for any shipping and will be responsible for any shipment losses.
- d. Shipping: Simply NUC will provide a return label at Simply NUC’s expense for the first 30 days after the shipment of the product. After this 30-day period, you are responsible for shipping charges back to Simply NUC. Simply NUC will cover ground shipping charges back to you.
- e. Software Licenses: When a return involves a software license, such as Microsoft Windows, the product will need to be returned for repair or replacement, so that the license can be transferred to the new system, if possible. We do not do advance replacements (ship you a replacement item while you wait for your other item to be repaired or replaced), unless an advance replacement program was included in the original purchase, which may be at an additional cost.

## 2. Exclusions

- a. Our obligation to provide Services shall not apply to defects resulting from: (1) improper or inadequate maintenance by owner, or misuse; (2) repair, replacement, disassembly, or modification that is not authorised in writing by Simply NUC or an Simply NUC certified technician; (3) operation outside the environmental specifications of the product; (4) improper site preparation and maintenance; (5) improper storage or handling by owner; (6) removal of the Simply NUC warranty label or serial number from the computer itself; (7) enclosing the computer in a space that does not permit ambient air to circulate through the machine, which may lead to overheating; (8) owner supplied software, hardware, or interfacing. Our obligation to provide Services does not cover: (i) software; (ii) all operations pertaining to the proper use and function of software, including without limitation, the operating system and software added to all Simply NUC-branded hardware products through Simply NUC's manufacturing process, third party software or the reloading of software; (iii) problems that result from external causes such as accident, abuse, misuse or problems with electrical power; (iv) computer servicing that is not handled by an Simply NUC certified technician; (v) computer usage that is not aligned with the instructions found in the original packaging or contained on Simply NUC’s website; (vi) failure on the part of the computer owner to follow all product instructions or failure to perform preventive maintenance; (vii) products with missing or altered service tags or serial numbers; (viii) products for which Simply NUC has not received full payment; (ix) damage due to war or nuclear incident,

terrorism, fire, flood, natural disaster, or other acts of God; or (x) normal wear and tear. SIMPLY NUC DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. SIMPLY NUC IS NOT RESPONSIBLE FOR DAMAGE THAT OCCURS AS A RESULT OF COMPUTER OWNER'S FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR ANY SIMPLY NUC PRODUCT.

## D. Legal Details

1. Transferability Of Services Obligation: Our obligation to provide the Services described herein is transferable to any transferee, so long as the transferee can provide Simply NUC, Inc. with sufficient proof of chain of ownership and the date the computer was originally purchased through an original invoice, receipts or other legally binding identifying document. Simply NUC reserves the right, at its sole discretion, to reasonably accept or reject transferee's offerings of proof of ownership.
2. Workmanship Under Services: Simply NUC may authorize computer owners to perform repairs or replacements to their Simply NUC device. Computer owners may open the chassis and perform repairs and replacements to eligible component parts of their device without canceling our obligation to provide the Services only when they: (1) are acting with authorization and direction from Simply NUC; (2) strictly adhere to Simply NUC repair and replacement instructions; and (3) use the appropriate Simply NUC certified and provided parts and tools or their equivalents. Simply NUC will repair any Simply NUC computer hardware product that proves to be defective in materials or workmanship when a computer is returned to Simply NUC for repair. If Simply NUC cannot repair the product, then Simply NUC will replace the product with a comparable product that is new or refurbished. Services performed by Simply NUC or a Simply NUC certified technician will not cancel our obligation to provide the Services. Before providing a computer to Simply NUC or a Simply NUC certified technician for repair, Simply NUC strongly advises computer owners back up all data to a separate hard drive. Please remove any confidential, proprietary, or personal information and removable media such as floppy disk drives, CD's or PC cards. Furthermore, please remove all passwords on the operating system or BIOS so that a technician can access the system and perform repairs. Simply NUC is not responsible for lost or corrupted data, damage or removal of media as a result of the repair process. Although Simply NUC makes every effort to preserve data on a computer during the repair process, data loss may occur. As a result, it is the responsibility of the computer owner prior to sending the computer to Simply NUC, to back up all data onto a separate drive that is not part of the computer when it is sent in for service.
3. DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS: SIMPLY NUC'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS CUSTOMER SUPPORT SERVICES STATEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SIMPLY NUC PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION: (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD PARTY PRODUCT; OR (3) AGAINST HIDDEN OR LATENT DEFECTS. YOU AGREE THAT SIMPLY NUC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS CUSTOMER SUPPORT SERVICES STATEMENT, ANY WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH SIMPLY NUC PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT, AND YOU AGREE TO WAIVE ANY CLAIMS AGAINST SIMPLY NUC THAT ARE BASED ON THE ITEMS DESCRIBED IN THIS SENTENCE.

THIS STATEMENT AND THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WILL APPLY TO ANY SIMPLY NUC DEVICE OR PRODUCT AFTER THE PERIOD DESCRIBED IN THIS STATEMENT HAS EXPIRED. SIMPLY NUC IS NOT RESPONSIBLE FOR THIRD PARTY CLAIMS AGAINST A COMPUTER OWNER FOR DAMAGES AS THEY RELATE TO THE USE OR MISUSE OF ANY COMPUTER PRODUCT. SIMPLY NUC DOES NOT WARRANT THAT THE OPERATION OF ANY SIMPLY NUC PRODUCT OR DEVICE WILL BE FREE FROM ERROR OR INTERRUPTION. CUSTOMERS WHO PURCHASE PRODUCT FROM A THIRD PARTY RESELLER AND NOT FROM SIMPLY NUC DIRECT ARE INSTRUCTED TO CONTACT RESELLER AND COORDINATE REPAIRS AND REPLACEMENTS THROUGH THAT RESELLER.

4. Liability Limitation: In no event shall Simply NUC's total aggregate liability to the computer owner for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (U.S. \$250.00).
5. For Customers located in the UK: Under the Consumer Rights Act of 2015, you have statutory rights in relation to the Products and Services. Those rights are not affected by this Agreement. Our address for purposes of notice is Simply NUC, 495 Round Rock W. Dr, Round Rock, TX 78681.