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1.0. ORDERS; ORDER ACCEPTANCE. The terms and conditions of sale set forth below ("Terms and Conditions") will be the only terms and conditions that will apply to and govern any purchase order accepted by Silicon Graphics, Inc. ("SGI") despite any terms or conditions to the contrary incorporated on your purchase order forms or order blanks and/or otherwise specified by You for your purchase and license of SGI products (collectively, "Product"). Therefore, SGI accepts your order conditioned on the express understanding and your agreement that the Terms and Conditions contained herein are the only terms and conditions applicable to your order. SGI objects to any other terms and conditions. You agree to submit your orders for Product in writing, stating the quantities and descriptions of Product required, applicable purchase prices and license fees, requested delivery dates and billing/shipping instructions. SGI, in its sole discretion, may accept or reject any non-conforming order at SGI's principal place of business in Mountain View, CA.

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(a) **Prices.** SGI quotations constitute an offer to sell Product upon these Terms and Conditions. SGI's invoice price for Product ordered by You will be the applicable price in SGI's U.S. Price Book in effect on the date SGI receives your order. Product prices do not include transportation or installation charges (except as otherwise set forth in SGI's then-current installation policy), or any sales, use, personal property or other taxes, including state and local privilege or excise taxes. All applicable taxes or other such charges will be included in SGI's invoice as separate items, which You agree to pay or, in the case of taxes, to supply appropriate tax exemption certificates in a form satisfactory to SGI; (b) **Terms of Payment.** If your credit worthiness has been approved in advance, SGI will grant net thirty (30) day payment terms to You, which shall require You to pay the full invoice price not later than thirty (30) days after the date of SGI's invoice. SGI issues all invoices upon shipment of Product; (c) **Purchase Money Security Interest.** Your order constitutes a security agreement, granting to SGI a purchase money security interest in Product for the full amount of the purchase price. In order to perfect SGI's security interest, You agree to execute all instruments that SGI, as the secured party, is required to file, or determines to be necessary to perfect or protect its security interest, in compliance with the Uniform Commercial Code ("UCC") of any state or federal law. Payment in full of the purchase price will release the security interest on that Product; (d) **Credit/Allowance.** SGI reserves the right to invoice You for material not returned within 45 days, for which You have received a credit or a trade in allowance, in the amount of such credit or trade in allowance.

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4.0. LIMITED WARRANTY. SGI warrants to You, as the original owner, that Products that are original SGI system hardware, hardware option, or accessory, and delivered to You, as originally configured with SGI components (collectively the "Hardware"), will be free from defects in materials and workmanship. Hardware will be of new manufacture, but may include used parts and/or components that match or exceed the performance and reliability of new parts and/or components. This warranty is effective for the Warranty Period specified in the applicable SGI Warranty Card provided with the Hardware, beginning on the date of the original shipment of the Hardware. If You discover a defect in the Hardware during the Warranty Period, as your exclusive remedy for breach of warranty, SGI will repair or, at SGI's sole discretion, replace the defective part at no charge to You, provided that You (i) notify an authorized SGI support provider (or an SGI service center if You purchased the Hardware directly from SGI) of the defect during the Warranty Period, and (ii) upon request, provide with your notice, proof of purchase and a copy of the bill of sale, or packing list for the Hardware, bearing the applicable SGI serial number to establish the original date of your purchase.

5.0 Limitations: This warranty does not apply to any (1) software accompanying the Hardware, which is licensed to You under a separate agreement included with such software, (2) Hardware that has been damaged by abuse, accident, act of God, misuse, misapplication, improper installation, or shipment, and (3) Hardware that has been modified or had its serial number removed or defaced. THE FOREGOING WARRANTY IS IN LIEU OF, AND SGI DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SGI, OR ITS DEALERS, RESELLERS OR DISTRIBUTORS WILL CREATE A WARRANTY OR INCREASE THE SCOPE OF THIS WARRANTY.

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