

KERNO PRODUCT WARRANTY STATEMENT

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KERNO PRODUCT WARRANTY POLICY

1. Standard Warranty

This Warranty Policy sets forth the standard terms and conditions for warranty service applicable to products under the KERNO trademark. For specific types of products, KERNO may establish alternative warranty terms. Such terms will be published on the KERNO website or specified in the documentation accompanying the product.

2. Key Terms Used in This Policy

KERNO — A legal entity that is the manufacturer of products under the KERNO trademark.

Basic Machine Installation — The standard installation procedure for a Machine, to be carried out by KERNO personnel.

Spare Part — A functional component used by KERNO's Service Department to replace a defective component of the Machine.

Upgrade Kit — An integrated set of technical enhancements for a Machine, installed by adding or replacing existing components to meet updated requirements, standards, specifications, and/or performance indicators.

Machine — A device under the KERNO trademark, including its components and upgrade kits, but excluding software, whether delivered with the Machine or installed later.

Some Machines include Microcode.

Microcode (Firmware) — A combination of machine-level code and human-readable scripts, along with required configuration files and user-generated data (such as settings, passwords, etc.), providing core functionality for the Machine. It is an integral part of the Machine and is supplied either pre-installed or as an update package.

User (You) — The end user of the Machine who has purchased it for personal or business use, not for resale.

KERNO Service Department — A set of KERNO functional units responsible for receiving, registering, and managing the lifecycle of warranty requests. It includes multiple support levels and service warehouses.

Service Center — The office of an authorized KERNO service partner where Machines are repaired in the event of malfunction.

Pass-Through Warranty Component — A third-party component incorporated into or supplied with a Machine for which KERNO does not provide its own product warranty and for which any available warranty, support, repair or replacement rights are provided under the terms of the applicable manufacturer, OEM, distributor or supplier.

3. Warranty Terms

To verify warranty eligibility, KERNO may request documentation confirming that the Machine was purchased from an authorised reseller.

Contact information for reaching KERNO's Service Department can be found in the Equipment Passport provided with the Machine, as well as on the official KERNO website.

If any malfunctions in the Machine's normal operation occur during the warranty period, KERNO (either directly or through an authorised Service Center), at its sole discretion, will:

- 1) restore the Machine to working condition, or
- 2) replace it with another unit that is at least functionally equivalent.

(Depending on the type and specifications of the Machine, replacement may take up to six months.)

The standard time frame for resolving identified hardware malfunctions under warranty—i.e., restoring the Machine's functionality—is 60 (sixty) calendar days from the date KERNO receives a notification of the defect(s), malfunction(s), and/or nonconformities.

This period may be adjusted by KERNO based on the availability of components needed for manufacturing or assembly of the Machine.

Unless otherwise specified by KERNO, the standard warranty terms apply within the territory of the UAE.

The right to receive warranty service under this Policy belongs exclusively to the User.

KERNO does not guarantee that the Machine will operate without interruption or errors, nor does it guarantee that all defects will be corrected.

The warranties set forth in this Policy are the sole and exclusive warranties provided by KERNO and supersede all other warranties, including any implied warranties or conditions of satisfactory quality, merchantability, non-infringement, or fitness for a particular purpose.

KERNO shall not be liable for:

- 1) the functionality or performance of third-party software included with the Machine;
- 2) malfunctions or damage caused by improper use of the Machine, accidents, force majeure, modifications, operation in unsuitable physical or operating environments, or environments not recommended by KERNO, or service improperly performed by a third party;
- 3) operation of the Machine that does not comply with the instructions provided by the KERNO Service Department.

Warranty repair applies only to Machines used in accordance with operational requirements, free from signs of unauthorized tampering (repair), and without mechanical damage or defects resulting from improper transportation or storage conditions.

For a Machine under warranty, technical support and assistance—including inquiries about functionality, documentation requests, usage recommendations, setup and installation help, or any other support-related information—will be provided in accordance with Section 8 of this Policy. KERNO does not guarantee any specific response time for such inquiries.

The warranty becomes void if identification labels or original markings on the Machine or its components are removed or altered.

Warranty service is strictly limited to the duration of the warranty period as defined by KERNO. To the extent permitted by applicable law, any statutory provisions that extend the warranty period beyond what is set by the seller or manufacturer are hereby excluded.

The standard warranty period for the Machine is 12 months from the start date of the warranty.

The warranty period for purchased Machine components, accessories, and consumables, and structural elements and materials shall be defined in accordance with Clause 3.3 of this Policy.

The warranty period shall not be extended for the time during which the Machine was out of operation due to identified defects.

3.1. Warranty Start Date

Machine Type	Warranty Start Date
Machine to be installed by the User	From the date the Machine is shipped by KERNO (as indicated on the delivery note)
Machine to be installed by KERNO	From the date the Basic Installation is completed by KERNO's Service Department, but no later than 50 days from the date the Machine is shipped by KERNO (as indicated on the delivery note)

3.2. Basic Installation of the Machine and Upgrade Kits

For Machines and Upgrade Kits that are to be installed by the User, an installation manual may be included in the package.

The packaging of Machines and Upgrade Kits that must be installed exclusively by KERNO is clearly labelled and includes contact information to arrange the installation.

The packaging of such Machines and Upgrade Kits must be opened only in the presence of a KERNO representative. Otherwise, warranty service may be denied.

If a Machine designated for installation by KERNO is not made available for installation within six months from the date of shipment from KERNO, installation will be considered an additional paid service.

If you choose to install or service a Machine (which is intended to be installed by KERNO) on your own, or if you move the Machine or engage a third party for installation,

servicing, or relocation, KERNO reserves the right to inspect the Machine before providing any warranty service. KERNO may, at its discretion, charge for the inspection.

If the Machine is not in a condition acceptable for warranty service, as determined solely by KERNO's Service Department, you may either request a paid service from KERNO to restore the Machine to a serviceable condition (if feasible) or you may withdraw your warranty service request.

Restoring the Machine's functionality in such cases is a paid service. Additional charges may also apply, such as for transportation or special handling

3.3. Warranty on Machine Components

Any KERNO component that is either part of the Machine or installed during the Basic Installation performed by KERNO is covered by the same warranty period, warranty terms, and level of service as the Machine into which the component is installed.

Any KERNO component that is replaced or supplied by KERNO's Service Department for self-installation is also subject to the same warranty period, warranty terms, and level of service as the Machine into which it is installed.

To the extent permitted by law, no warranty applies to accessories (e.g., signal cables/patch cords, plugs), consumable elements and materials (e.g., replaceable power units and tape library cartridges), or structural components (e.g., chassis and covers). If mandatory legal provisions require the manufacturer to define a warranty period for such items, it shall be 14 days from the Warranty Start Date.

Additional components from third-party manufacturers are provided on an "AS IS" basis. However, such manufacturers or suppliers may offer their own warranties directly to the User.

Third-Party Accelerator Modules and Baseboard Assemblies

Notwithstanding anything to the contrary in this Policy, third-party accelerator modules and accelerator baseboard assemblies that are not supplied as standard PCIe add-in cards, including, without limitation, NVIDIA HGX platform components (such as H200, B200 and B300-based modules or baseboards), AMD Instinct platform components (such as MI350-series modules or baseboards), and functionally equivalent products from other manufacturers, are **excluded from the KERNO warranty**.

Such components are supplied subject to the warranty, support, return and replacement terms of the applicable original manufacturer, OEM, distributor or supplier. To the extent any warranty rights relating to such components are available to KERNO, such rights shall be provided to the User on a **pass-through basis only**.

KERNO may provide reasonable assistance with fault isolation, case coordination and the exchange of information required to initiate or progress a claim. However, KERNO does not independently warrant, repair or replace such components and does not guarantee the applicable third-party supplier's response time, replacement availability, turnaround time or service level.

Any return material authorization ("RMA"), repair or replacement of an affected accelerator module, GPU baseboard or associated third-party assembly shall be governed by the applicable manufacturer's or supplier's RMA process. Where required by the applicable supply arrangement, the RMA shall be managed between the **User's designated OEM and the manufacturer or supplier of the relevant accelerator module, GPU baseboard or assembly**, with KERNO acting only as a coordinator where expressly agreed.

The warranty and service obligations applicable to the remainder of the Machine shall remain unaffected, except to the extent that diagnosis, repair or restoration of the Machine is dependent upon the repair or replacement of such third-party component.

If you choose to independently install or replace a Machine component for which KERNO is responsible, or if you assign this task to a third party, KERNO reserves the right to inspect the Machine before providing any warranty service. KERNO may, at its discretion, charge for the inspection.

If warranty service includes replacement of a Machine or its component, the replaced item becomes the property of KERNO, while the replacement Machine or spare part becomes your property.

You guarantee that all components removed from the Machine are genuine and have not been tampered with. Replacement parts provided may not be new but will be fully functional and at least functionally equivalent to the parts being replaced.

3.4. Warranty on Upgrade Kits

KERNO Upgrade Kits are covered by the same warranty period, warranty terms, and level of service as the Machine into which they are installed.

The purchase must be confirmed by a properly issued delivery note or other document evidencing the transfer of ownership to the User.

3.5. Warranty Service

If the Machine malfunctions during the warranty period, you should refer to the documentation provided with the Machine for instructions on warranty support procedures and troubleshooting steps.

If the issue cannot be resolved using the documentation, contact KERNO's Service Department to request warranty service.

3.6. Updates

You are responsible for promptly downloading or obtaining from KERNO and installing updates to the Microcode, Basic Input/Output System (BIOS), software utilities, device drivers, diagnostic tools supplied with the Machine, and other software updates available via the KERNO website or other electronic sources. You are also responsible for following the instructions provided by KERNO.

You may contact KERNO's Service Department to request assistance with installing updates (this service is offered for a fee).

4. User Responsibilities

You agree to:

Notify KERNO of any change in the Machine's location.

Before the replacement of a Machine or its component, remove all items, components, options, and attached devices not covered under this Policy, and ensure there are no legal restrictions preventing the replacement of the Machine or component.

Provide necessary and safe access to the premises and to the Machine for service to be performed (the area must be clean, well-lit, and suitable for this purpose), including appropriate workspace required for the replacement of KERNO Machine components.

Follow the instructions provided in the documentation that accompanies the Machine before submitting a service request, and adhere to the procedures for contacting KERNO's Service Department.

Allow KERNO's Service Department or authorized Service Center to implement mandatory technical modifications, including those necessary for safety compliance.

Be responsible for the proper protection of the Machine and any data stored on it during remote access by KERNO for warranty service. If you refuse to provide remote access, KERNO's ability to resolve the issue may be limited.

5. Limitation of Liability

KERNO's total liability for all claims related to the Machine shall not exceed the amount of actual damages incurred by you, up to the amount paid to KERNO for the specific Machine that is the subject of the claim or dispute. This limitation applies collectively to KERNO, its subsidiaries, contractors, and suppliers.

KERNO shall not be liable for loss of profits, loss of business reputation, loss of data, or any other indirect or consequential damages.

Machines are not eligible for warranty service (repair, replacement, or return) in the following cases:

- 1) The packaging of the Machine or Upgrade Kit was opened without the presence of a KERNO representative and/or was damaged (including triggered impact indicators, significant crushing, broken seals, or water damage).
- 2) The installation of the Machine or Upgrade Kit, designated for installation by KERNO engineers, was carried out by a party other than KERNO or its authorized contractor (unless the installation quality was subsequently verified by KERNO).
- 3) Natural events or incidents (e.g., fire, earthquake, accident, mechanical damage to the Machine due to other causes), or power supply issues.
- 4) Unauthorized configuration changes or the use of components and spare parts that are not original or not approved by KERNO.
- 5) Unauthorized repair or repair performed by a contractor not approved by KERNO.

- 6) Discovery of any external physical damage to the Machine or Upgrade Kit.

In cases specified under subpoints 1 and 6 above, a KERNO specialist is entitled to prepare an Inspection Report and perform photo/video documentation of the conditions that prevent warranty service.

Once completed, the Inspection Report will be presented to the User (or their authorized representative) for signature. If the User unreasonably refuses to sign the Inspection Report, or is absent from the installation site, the KERNO specialist may sign the report unilaterally and send a scanned copy to the User via the KERNO Service Portal or to the contact person's email address.

The Inspection Report carries binding legal force and may serve as grounds for denial of warranty service.

KERNO will inform the User of its decision regarding the warranty claim via the Service Portal or by sending a notice to the contact person's email address. If a decision is made to deny warranty service, KERNO reserves the right to close the service request unilaterally, providing the reason for denial.

In the cases described in this section, the malfunction may be resolved by KERNO for an additional fee under a separate agreement.

KERNO makes no warranties regarding the Machine's fitness for a particular purpose or its error-free operation.

6. Warranty Information

The schedule for performing warranty service depends on the following factors:

- 1) The time the service request is submitted;
- 2) The ability to replace components without interrupting the operation of the Machine during servicing.

The standard terms of the KERNO Product Warranty Policy may be supplemented, replaced, and/or excluded by the terms of technical support services ("Technical Support") provided in accordance with the Technical Support Policy or as agreed in separate service agreements.

In case of conflict, the provisions of the Technical Support Policy take precedence over the Warranty Policy and will supersede any contradictory terms.

The applicability of the Technical Support Policy is determined by the presence of a Technical Support Certificate.

7. Warranty Service Terms

User-Performed Service: Provision of Customer Replaceable Units (CRUs)

This type of spare part is provided by KERNO's Service Department as part of a service request for self-installation or replacement by the User. CRU parts are delivered with installation/replacement instructions.

If you request KERNO to perform the CRU installation, it can be arranged for an additional fee.

The procedure for returning the defective CRU component is determined by KERNO. The faulty component must be returned to KERNO within **15 calendar days** of receiving the replacement CRU part. Otherwise, KERNO reserves the right to invoice you for the unreturned defective component.

On-Site Service: Provision of Field Replaceable Units (FRUs)

This type of spare part is provided by KERNO's Service Department as part of a service request and must be installed or replaced exclusively by a KERNO engineer or a certified engineer from an authorized service center or partner.

Service Involving Machine Replacement

At KERNO's discretion, you will either be provided the agreed level of service, or KERNO will initiate the shipment of a replacement Machine.

You are required to package the defective Machine using the transport container in which the replacement Machine was delivered and return the defective unit to KERNO. KERNO will cover transportation costs both ways.

You may be invoiced for the replacement Machine if KERNO does not receive the defective unit within **15 calendar days** of your receipt of the replacement.

Service for Pass-Through Warranty Components

The CRU, FRU and Machine replacement procedures described in this Section do not apply to components designated by KERNO as subject to pass-through warranty. For such components, diagnosis, RMA authorization, return, repair and/or replacement

shall be performed in accordance with the applicable third-party manufacturer's, OEM's or supplier's procedures. Any delivery, replacement or resolution timeframe communicated by KERNO in connection with such a case is indicative only and remains subject to the relevant third party's approval, availability and service terms.

8. Warranty Service Levels

The service levels listed below are indicative only and represent approximate response times for warranty service. These levels may not be available in all regions. Warranty service timeframes are based on business days and hours in the Dubai time zone.

9×5 — Service is available 9 hours per day, 5 days a week, Monday through Friday, from 9:00 to 18:00 Dubai time, excluding public holidays.

Response time refers to the interval between your request to KERNO's Service Department and the first contact from a service engineer.

9. Warranty Service Coverage Area

A location situated no more than 100 km from a KERNO Service Center.

10. Submitting a Service Request to KERNO's Service Department

The information provided in your request is essential for determining the type of service required, ensuring accurate diagnostics, and correctly ordering replacement parts.

- 1) Machine model and serial number
- 2) Machine location address
- 3) Company name
- 4) Name and phone number of your representative for further diagnostics
- 5) Description of the issue
- 6) Request priority level

Model and serial number details can be found on the Machine chassis and packaging materials. The priority level is determined as follows:

- **Priority 1 (Critical)** – Complete Machine failure resulting in the shutdown of the entire technological or business process of the User.
- **Priority 2 (High)** – Failure of a specific device within the Machine that does not yet stop the overall process, but creates a critical risk where full Machine failure may occur at any moment.
- **Priority 3 (Medium)** – A minor issue that does not impact Machine functionality or threaten to halt operations.
- **Priority 4 (Low)** – Information or consultation is needed, or configuration adjustments are requested due to deviations in Machine behavior that do not affect the quality of business operations.

11. Contact Information

KERNO Service Department Request Registration Contact Center:

Phone: +971 4 346 6216

Email: support@kerno.ae

12. Amendments to the Policy

The KERNO Product Warranty Policy is published on the following online resource: <https://kerno.ae/> (hereinafter referred to as the “Website”) and is accepted by you in full, without exceptions or reservations, through your agreement to its terms.

You acknowledge that KERNO reserves the right to unilaterally make any changes to the Warranty Policy by publishing a revised version on the Website, without providing separate notice of such changes.

13. Other Conditions

KERNO processes personal data received from the User (or their representatives) strictly in accordance with the laws of the UAE and solely for the purpose of providing technical support related to KERNO Products. Personal data of the User's representatives is not processed for any other purposes.

"Processing of personal data" refers to any action (operation) or set of actions (operations), performed with or without the use of automation tools, involving personal

data, including collection, recording, systematization, accumulation, storage, clarification (updating, modification), retrieval, use, transfer (provision, access), depersonalization, blocking, and destruction—performed via automated, mechanical, or manual database systems.

Upon the User's (or their representatives') first request, or in the event that the User's right to technical support for KERNO Products is terminated, KERNO will immediately cease processing personal data. Any physical or digital media containing such personal data will be securely destroyed (except where retention is required by UAE law or by specific agreements with the respective User).

KERNO is not required to obtain separate consent from the User's representatives for the processing of their personal data under applicable UAE legislation. It is the User's responsibility to obtain such consent and provide it to KERNO upon request within 3 days of receiving the corresponding demand.

Detailed provisions regarding the processing of personal data of User representatives are available at: <https://kerno.ae/privacypolicy>



UAE developed, UAE built