

# HGST Limited Warranty for HGST SSD Products

*HGST warrants that the SSD Product (“Product”), when properly used and installed in conformance with HGST’s specifications for such Product, will be free from defects in materials and workmanship and will substantially conform to HGST specifications for such Product during the Warranty Period.*

## **What does this limited warranty cover?**

This Limited Warranty applies to new HGST SSDs purchased from an authorized HGST dealer by the original purchaser for normal use and not for resale.

## **How long does limited warranty coverage last?**

HGST Product warranties for SSD Products last for different periods of time and are limited by the useful life of the flash media used for the Product. To determine the warranty time period for your specific Product, please visit [www.hgst.com](http://www.hgst.com). The warranty for the product will expire on the earlier of (i) the date when the flash media has reached one-percent (1%) of its remaining life or (ii) the expiration of the time period associated with the Product. You may determine the remaining useful life of the flash media by using the “SMART” feature (E9) (“Lifetime Remaining Percentage”) of the HGST Drive Manager software. HGST Drive Manager software is available as a free download from HGST. A valid proof of purchase may be required to prove eligibility. If you do not have a valid proof of purchase, the limited warranty period will be measured from the date of sale from HGST to the authorized distributor.

## **My Product has failed, now what?**

If you are having trouble with a Product, before seeking limited warranty service, first follow the troubleshooting procedures that HGST or your reseller/distributor provides.

To obtain limited warranty service, you must first obtain a Return Materials Authorization and ship-to address by contacting the appropriate HGST Call Center listed at

<http://www.hgst.com/support/contact-support>. You must return the covered Product using approved packaging to our logistics center. Packaging guidelines can be found at:

<http://www.hgst.com/support/warranty-rma/packaging-instructions>. You must pay any associated transportation charges, duties and insurance in shipping the drive to our logistics center. You should remove all personal information from the Product prior to its return.

## **What will HGST do?**

HGST will replace the Product with a functionally equivalent replacement Product, transportation prepaid. HGST may replace your Product with a product that was previously used, repaired and tested to meet HGST specifications. You receive title to the replaced Product at delivery to the carrier at the HGST shipping point and HGST retains title to the returned Product. You are responsible for importation of the replaced Product, if applicable. HGST will not return the original drive to end users; therefore, the end user is responsible for moving data to another media before returning. Data Recovery is not covered under this warranty and is not part of the warranty returns process. HGST warrants that the replaced Products are covered for the remainder of the original Product warranty or 90 days, whichever is greater.

## **What does this limited warranty not cover?**

The limited warranty does not cover damage resulting from misuse, accident, negligence, modification or alteration to hardware or software, tampering, unsuitable physical or operating environment beyond Product specifications, improper maintenance, or failure caused by a product for which HGST is not responsible. There is no warranty of uninterrupted or error-free operation or defects in design. There is no warranty for loss or damage of data—you must regularly back up the data stored on your Product to a separate storage product. There is no warranty for Product with removed or altered identification labels. There is no warranty for any software related to or associated with the Product, including without limitation, software drivers, tools, or applications and all software is provided AS IS. HGST DOES NOT PROVIDE ANY OTHER WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF IMPLIED WARRANTIES, SO THIS LIMITATION MAY NOT

APPLY TO YOU. HGST is not responsible for returning to you product which is not covered by this limited warranty.

**How is our liability limited?**

HGST AND ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS, AND RESELLERS ARE NOT LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN BODILY INJURY INCLUDING DEATH AND TANGIBLE PERSONAL PROPERTY; 2) LOSS OF, OR DAMAGE TO, YOUR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF INFORMED OF THE POSSIBILITY. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OF LIABILITY, INCIDENTAL DAMAGES, OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. HGST reserves the right to modify these warranty terms at any time.

**How do local laws apply?**

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION