

s1122 PCIe Accelerator Solid State Accelerator (SSA)

LIMITED WARRANTY

This Limited Warranty sets forth the warranty terms and conditions that apply to the hardware HGST s1122 PCIe Accelerator (the "Product") manufactured by HGST ("HGST"). This Limited Warranty is not transferrable and extends only to the original purchaser of the Product in its original sealed packaging ("Original Purchaser"), or to the purchaser of a computer system built by the Original Purchaser that incorporates the Product ("Original End User"). The term "Product," as used herein, does not include software. HGST's obligations with respect to software are set forth in the applicable end-user license agreement or program license agreement. HGST has no other obligation to repair or replace software under this Limited Warranty.

HGST warrants that, when properly used and installed in conformance with HGST's specifications for the Product, the Product will be free from defects in materials and workmanship and will substantially conform to HGST's specifications for the Product during the "Warranty Period," as defined herein. The Warranty Period begins on the date the Product was first purchased in its original sealed packaging in the case of an Original Purchaser or the date of purchase by the Original End User of a computer system built by the Original Purchaser, and ends on the earlier occurrence of either:

(a) five (5) years from the applicable date of purchase, or

(b) the date when the Flash Media has reached one-percent (1%) of its remaining life as measured by HGST's implementation of the "SMART" attribute (E9) ("Lifetime Remaining Percentage"), which is accessible using the HGST Drive Manager software available as a free download from HGST. A new, unused SSA will display a Lifetime Remaining Percentage value of "100," while an SSA which has reached its write endurance limit will display a Lifetime Remaining Percentage value of "1." More information related to Lifetime Remaining Percentage can be found in the Product Specification.

Should the Product fail to conform to this Limited Warranty, HGST will, at its option:

- (1) Repair the Product; or
- (2) Replace the Product with a similar product; or,
- (3) In the event that HGST is unable to repair or replace the Product, credit the then-current value (at the time of the claim) of the Product towards future purchases from HGST.

HGST may elect to repair or replace the Product with either a new or reconditioned Product or components, as HGST deems appropriate. The repaired or replaced product will be shipped at the expense of HGST within a commercially reasonable time following receipt of the returned Product accompanied by an RMA. The returned Product shall become HGST's property upon receipt. The replacement Product is warranted under this Limited Warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer.

HGST does not warrant that the Product will be free from design defects or that the Product will operate in an error-free or uninterrupted manner. The Product must not be used in life support systems or other applications where failure could threaten injury or life, and any such use voids this Limited Warranty. Further, this Limited Warranty does not obligate HGST for:

- (1) Any direct or indirect costs associated with repair or replacement of the Product, including without limitation, costs related to troubleshooting, labor, or installation; or
- (2) Damage to the Product resulting from external causes, including without limitation, accident, abnormal electrical, mechanical or environmental conditions, use that does not conform with Product specifications and documentation, misuse, alteration, modification, neglect, repair, improper maintenance, or improper installation; or
- (3) Any Product where the original identification labels or markings have been removed, altered or obliterated from the Product, or where exterior casing has been removed or broken; or
- (4) Any loss or damage to data contained on any Product, regardless of the cause of the loss or damage; or
- (5) Any software related to or associated with the Product, including without limitation, software drivers, tools, or applications.

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, HGST MAKES NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THIS LIMITATION MAY NOT APPLY TO YOU.

ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD.

SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY SERVICE

Original End Users: To obtain warranty service for the Product, please contact the manufacturer of the system that incorporates the Product.

Original Purchasers: To request warranty service from HGST, you must contact your HGST representative and request a Return Materials Authorization ("RMA").

LIMITATIONS OF LIABILITY

HGST'S OBLIGATION UNDER THIS OR ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE HGST'S ONLY OBLIGATION AND THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HGST IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF WARRANTY, BREACH OF CONTRACT, TORT OR ANY OTHER LEGAL THEORY INCLUDING, WITHOUT LIMITATION, LOSS OF PRODUCTIVITY, LOST PROFITS, LOSS OF GOODWILL, DAMAGE TO OR REPLACEMENT OF REAL OR PERSONAL PROPERTY, OR ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN THE PRODUCT OR IN A COMPUTER SYSTEM INCORPORATING THE PRODUCT, EVEN IF HGST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE OR JURISDICTION. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

IN NO EVENT WILL HGST'S TOTAL LIABILITY EXCEED THE ORIGINAL PURCHASE PRICE PAID FOR THE PRODUCT.

ANY AND ALL DISPUTES ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY SHALL BE ADJUDICATED IN THE APPLICABLE COURTS SITTING IN THE COUNTY OF ORANGE, CALIFORNIA, USA AND THE APPLICABLE LAW SHALL BE THAT OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO ANY CONFLICTS OF LAW RULES.