

Western Digital Limited Warranty for Western Digital Ultrastar and HGST SSD Products

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

What does this limited warranty cover?

This Limited Warranty applies to new Western Digital Ultrastar and HGST SSDs (“Product”) purchased from an authorized dealer by the original purchaser for normal use and not for resale.

How long does limited warranty coverage last?

Western Digital 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.westerndigital.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 Drive Manager software. Drive Manager software is available as a free download from Western Digital. 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 Western Digital 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 Western Digital 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 Western Digital Call Center listed at

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

<https://www.westerndigital.com/support/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 Western Digital do?

Western Digital will replace the Product with a functionally equivalent replacement Product, transportation prepaid. Western Digital may replace your Product with a product that was previously used, repaired and tested to meet Western Digital specifications. You receive title to the replaced Product at delivery to the carrier at the Western Digital shipping point and Western Digital retains title to the returned Product. You are responsible for importation of the replaced Product, if applicable. Western Digital 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. Western Digital 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 Western Digital 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. WESTERN DIGITAL 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. WESTERN DIGITAL IS NOT RESPONSIBLE FOR RETURNING TO YOU PRODUCT WHICH IS NOT COVERED BY THIS LIMITED WARRANTY.

How is our liability limited?

WESTERN DIGITAL 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. WESTERN DIGITAL 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.