

# Western Digital Limited Warranty for HGST and Western Digital Brand Platform Products

## Limited Warranty

Western Digital warrants to the original end user that the hardware in the Platform Product (“Product”), when properly installed, used, and maintained, will be free from defects in materials and workmanship and will substantially conform to Western Digital’s specifications for such Product during the Warranty Period, as described below. This Limited Warranty for HGST and Western Digital Brand Platform Products (the “Limited Warranty”) applies to new HGST and Western Digital Brand Products purchased through Western Digital’s authorized sales channel by the original end user for normal use and not for resale. The warranty is not transferrable from the original end user.

## Warranty Exclusions

The Limited Warranty does not cover nonconformance resulting from (i) misuse, accident, negligence, modification or alteration to the hardware; (ii) use of the Product outside Western Digital’s specified operating environment; (iii) failure to perform required maintenance or the improper performance of maintenance; or (iv) failures 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. Data Recovery is not covered under this warranty and is not part of the warranty returns process. The Limited Warranty does not cover support of the Product. Support for the Product may be purchased separately, under Western Digital’s support agreement terms and conditions and support offerings definitions.

## Warranty Period

The Warranty Period for Western Digital’s offerings varies by product. The Warranty Period for specific HGST or Western Digital products, including the Product, can be found [at www.westerndigital.com](http://www.westerndigital.com). The Warranty Period for any spare parts purchased for the Products begins from the date of shipment from Western Digital, regardless of when the spare parts are actually installed for use.

## Warranty Remedies & Returns

Before seeking limited warranty service, users should first follow the troubleshooting procedures that Western Digital or your reseller/distributor provides.

Western Digital will provide replacements at the Field Replacement Unit (FRU) level. Western Digital will ship the FRUs transportation prepaid. FRUs may be previously used, repaired and tested to meet Western Digital’s specifications. Title to the FRU transfers upon delivery to the carrier at the Western Digital shipping point. Western Digital retains title to the returned Product. You are responsible for importation of the FRU, if applicable. Western Digital will not return the defective part, therefore, the end user is responsible for moving data to another media before returning. Western Digital FRU is warranted for the remainder of the original Product warranty or 90 days, whichever is greater.

To obtain limited warranty service, you must first obtain a Return Materials Authorization, the applicable FRU, and ship-to address by contacting the appropriate Call Center listed at <http://www.westerndigital.com/support>. Returns must be in Western Digital approved packaging. All returns for the Product must be sent to the Western Digital designated return location. You are responsible for all transportation charges, duties and insurance in shipping the returned hardware to

Western Digital. You should remove all personal information from the Product prior to its return.

#### **Limitation of Liability/Exclusion of Certain Damages**

OTHER THAN AS EXPRESSLY STATED HEREIN, 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. 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 THE LIMITED WARRANTY TERMS AT ANY TIME.

#### **Governing Law**

This Limited Warranty shall be governed by the laws of the State of California. Any claim or dispute shall be resolved exclusively by the state or federal courts in the County of Santa Clara, California. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.