

# HGST Limited Warranty for HGST STORAGE SYSTEM Products

## Limited Warranty

HGST warrants to the original end user that the hardware in the Storage System Product ("Product"), when properly installed, used, and maintained, will be free from defects in materials and workmanship and will substantially conform to HGST specifications for such Product during the Warranty Period. HGST warrants that the software licensed with the Product will substantially perform in accordance with the specifications for a period of 90 days from shipment from HGST. This Limited Warranty applies to new HGST Products purchased through HGST'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 hardware or software; (ii) use of the Product outside HGST'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 HGST is not responsible.

In addition to the above warranty exclusions, for software licensed with the Product, the warranty does not cover errors or nonconformities caused by (i) use of a version that is not the most current version of the Software; (ii) unauthorized modification of the software or the Product; (iii) virus, infection, worm or similar malicious code not introduced by HGST.

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 Warranty does not cover support of the Product. Support for the Product may be purchased separately, under HGST's support agreement terms and conditions and support offerings definitions.

## Warranty Period

The Warranty Period for HGST offerings varies by product. The Warranty Period specific HGST product offerings, including the Product, can be found at [www.hgst.com](http://www.hgst.com). The Warranty Period for any spare parts purchased for the Products begins from the date of shipment from HGST, regardless of when the spare parts are actually installed for use. For the software licensed with the Product, the Warranty Period is 90 days from shipment of the Product by HGST.

## Warranty Remedies & Returns

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

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

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

In the event a software element does not conform to this warranty during the warranty period, HGST will make commercially reasonable efforts to cure such nonconformity or to provide a workaround. Software bug fixes may be obtained by contacting [HGST.com/support](http://HGST.com/support). However, HGST does not guaranty that it will fix all nonconformities.

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

OTHER THAN AS EXPRESSLY STATED HEREIN, 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.

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.

### **Governing Law**

This Limited Warranty Statement 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