

Seagate Limited Warranty

This limited warranty applies to Seagate, Maxtor and LaCie branded products (collectively, “Seagate Products”) other than Business Storage/NAS product. To see the policy for Business Storage/NAS products please [click here](#).

What Does This Limited Warranty Cover?

This limited warranty covers any defects in material or workmanship in the new Seagate Product accompanied by this limited warranty statement. Only consumers purchasing this product from an authorized retailer or reseller may obtain coverage under this limited warranty.

How Long Does The Coverage Last?

The warranty period for your product is the length of time indicated as part of your product packaging. Please see your product box or quick start guide for the applicable warranty period for your product. You also may go to <http://www.seagate.com/retailwarranty/> to obtain the length of your warranty period for Seagate, Maxtor or LaCie branded product and to determine whether there are any usage-based limitations. If you purchased the product in a European Economic Area Member State, you will receive the longer of your applicable product warranty period or two (2) years. The warranty period for all components other than the main product is ninety (90) days from the documented date of your purchase or two (2) years if purchased in a European Economic Area Member State.

What Does This Limited Warranty Not Cover?

This limited warranty does not cover any problem that is caused by (a) commercial use, accident, abuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual; or (c) lost passwords; or (d) malfunctions caused by other equipment. This limited warranty is void if a product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover). This limited warranty does not cover data loss – back-up the contents of your drive to a separate storage medium on a regular basis. Also, consequential damages; incidental damages; and costs related to data recovery, removal, and installation are not recoverable under this warranty. This limited warranty applies only to hardware products; software, media,

and manuals are licensed (and warranted where applicable) pursuant to separate written agreement.

What Do You Have To Do?

We will not provide any warranty coverage unless your claim is in compliance with all terms of this limited warranty statement and you follow proper return procedure. To request warranty service please go to www.seagate.com/warranty for Seagate or Maxtor branded product or to www.lacie.com/support/warranty for LaCie branded product. To contact an authorized service center, or for more information regarding customer support within your jurisdiction refer to www.seagate.com/contacts/ for Seagate or Maxtor branded product or to www.lacie.com/support/contact for LaCie branded product. Once we, or one of our authorized service centers determines that a replacement is required, you will be prompted for your name, address, phone number, e-mail and product serial number and then issued a Return Order Number to use when returning product. Product you return to us must be properly packaged in its original packaging (or packaging providing the product with protection equivalent to the original packaging) and shipped, with the shipping charges prepaid via a shipping method that provides for tracking of your package, to the address provided when you received your Return Order Number. In addition to regular back-ups, if possible, back-up your data before returning a drive, because the product you send to us or to an authorized service provider will not be returned to you. Additional information on backing-up the contents of your drive can be found at www.seagate.com.

What Will Seagate Do?

If we authorize you to return your product to us or an authorized service provider, Seagate will replace your product without charge with a functionally equivalent replacement product. Seagate may replace your product with a product that was previously used, re-certified and tested to meet Seagate specifications. Seagate will pay to ship the replacement product to you. By sending product for replacement, you agree to transfer ownership of the original product to Seagate. Seagate will not return your original product to you. Data recovery, advance replacement option, or other warranty-related offerings or service plans are not covered under this limited warranty and are not part of the covered replacement process. If you would like data recovery performed on your drive, it is available from Seagate as a separate service for an additional charge. Seagate warrants that replaced products are covered for the greater of either the remainder of the original product warranty or 90 days.

How Does State Law Apply?

The laws of the State of California, USA, govern this limited warranty. It gives you specific legal rights, and you may also have other rights that vary from state to state. This limited warranty does not affect any additional rights you have under laws in your jurisdiction governing the sale of consumer goods, including, without limitation, national laws implementing EC Directive 99/44. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the limitations or exclusions in this limited warranty statement may not apply to you

Which Seagate Companies Are Extending this Limited Warranty?

The Seagate company offering this limited warranty depends on where you purchased the product:

US & Americas: Seagate Technology LLC, 10200 S. De Anza Blvd, Cupertino, CA 95014, USA

Europe, Middle East, Africa: Seagate Singapore International Headquarters Pte. Ltd. Koolhovenlaan 1, 1119 NB Schiphol-Rijk, The Netherlands

Asia Pacific: Seagate Singapore International Headquarters Pte. Ltd., 90 Woodlands Avenue 7, Singapore, 737911.

Please do not return products to the addresses listed above but follow the rules described in the paragraph “What Do You Have To Do?”

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Limitation of Liability. WE WILL NOT BE LIABLE FOR ANY HARM CAUSED, UNLESS YOU PROVE THAT WE CAUSED SUCH HARM INTENTIONALLY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE WILL NOT BE LIABLE FOR THE CONDITION, EXISTENCE, OR LOSS OF THE DATA YOU SEND US OR THE DATA WE RECOVER (IF ANY), ANY LOSS OF REVENUE OR LOSS OF PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITATION SHALL APPLY TO ANY AND ALL DAMAGES, REGARDLESS OF THE LEGAL THEORY ON WHICH THEY ARE ASSERTED (INCLUDING, WITHOUT LIMITATION, CONTRACT, BREACH OF CONTRACT, AND TORT), AND REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF LOSS OR DAMAGES - UNLESS YOU PROVE THAT WE CAUSED DAMAGES TO YOU INTENTIONALLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AMOUNT OF OUR LIABILITY WILL NOT EXCEED THE TOTAL PRICE YOU ACTUALLY PAY FOR THE DEVICE, THE ESSENTIAL PURPOSE OF WHICH IS TO LIMIT OUR LIABILITY ARISING FROM OR RELATED TO THE PROGRAM AND ANY DATA RECOVERY SERVICES. THIS ALLOCATION OF RISK IS REFLECTED IN THE PRICE CHARGED FOR THIS PROGRAM OR SERVICES, IF ANY. YOU ACKNOWLEDGE THAT THE PRICE OF THIS PROGRAM WOULD BE MUCH GREATER IF WE UNDERTOOK MORE EXTENSIVE LIABILITY. THIS PARAGRAPH WILL APPLY NOTWITHSTANDING ANY OTHER PROVISIONS IN THE PROGRAM TERMS, OR THE FAILURE OF ANY REMEDY.

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