

# **Samsung Solid State Drive Limited Warranty**

## **LIMITED WARRANTY TO ORIGINAL PURCHASER**

Thank you for purchasing a SAMSUNG Solid State Drive (the "Product"). SAMSUNG values your business and always attempts to provide you the very best quality of service.

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE USING THE PRODUCT PROVIDED BY SAMSUNG ELECTRONICS CO., LTD. ("SAMSUNG"). YOUR USE OF THE PRODUCT CONSTITUTES AGREEMENT WITH THE TERMS AND CONDITIONS OF THIS SAMSUNG SSD WARRANTY STATEMENT ("AGREEMENT"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE PRODUCT.

### **A. Warranty Policy**

SAMSUNG warrants to the original end user customer or purchaser of this Product ("You") that the Product is free from material defects and workmanship, subject to the conditions stated herein.

In the event SAMSUNG determines, in its sole discretion, that the Product suffers from material defects in manufacture and does not substantially conform to the published specifications under normal use, for as long as You own the Product, and subject to the conditions and exceptions stated in this Agreement, SAMSUNG will, at its option, either: (1) repair or replace the Product with new or refurbished Product of equal or greater capacity and functionality; or (2) issue a credit, less any rebates, in accordance with the credit schedule provided in Section E of this Agreement. In the case of replacements, SAMSUNG may replace Your Product with one that was previously used, repaired and tested to meet SAMSUNG specifications. This warranty is provided only to You and is not transferable. Proof of purchase may be required.

THIS AGREEMENT CONTAINS SAMSUNG'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT. SAMSUNG DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL SAMSUNG, ITS SUPPLIERS OR ANY AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, ANY FINANCIAL LOSS OR ANY LOST DATA OR FILES, EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT WILL SAMSUNG'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT. THESE LIMITATIONS AND EXCLUSIONS APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

### **B. Warranty Limitations**

The warranty stated herein shall not apply if: (i) the Product was not used in accordance with any accompanying instructions, (ii) the Product was not used for its intended function (for example, SSD 470 Series used in an enterprise Server Systems, Workstations, and Storage Systems), (iii) any failure or defect arose out of the presence of a third party product, software or component, whether authorized or not, (iv) any failure or defect was a result of improper installation, misuse, unauthorized repair, modification or accident, and (v) there exist any other circumstances which SAMSUNG determines is evidence of a breach of this Agreement by You.

You agree that the Product shall not be used in life support systems or other applications where failure could threaten injury or life. SAMSUNG disclaims any and all liability in connection with, arising out of, or related to, any such use of the Product.

SAMSUNG's warranty also does not cover Products which, by way of example, have been received improperly packaged, altered, or physically damaged. Products will be inspected upon receipt. You can refer to a non-exhaustive list of examples of the warranty limitations below.

- Improperly packaged or shipped, including use of non-qualified shipping container
- Any alterations, modifications, or physical damage of the Product, including but not limited to, deep scratches
- Any alterations, modifications, or removal of any SAMSUNG labels or barcodes on the Product
- Opened SSD casing
- Tampered or missing tape seal or serial number

### **C. Return Procedure and Guidelines**

SAMSUNG will not provide any warranty coverage unless claims are made in compliance with the proper return procedure. For more information regarding warranty service and customer support, You may contact an authorized SAMSUNG service center or refer to [www.SAMSUNG.com](http://www.SAMSUNG.com). For more information regarding the location of authorized SAMSUNG service centers as well as access to the SAMSUNG automated customer service directory, You may call +1-800-SAMSUNG. Callers outside the United States can reach this service by dialing each region's authorized SAMSUNG service centers. If determined necessary, You will be asked to provide Your name, address, phone number, email and the Product serial number. You will then be issued a Return Material Authorization ("RMA") number that must be included when returning the Product to SAMSUNG.

Products returned to SAMSUNG must be properly packaged in either its original packaging or packaging that provides protection equivalent to the original packaging and then sent to the address provided when receiving Your RMA Number. An unauthorized return, i.e. one for which an RMA number has not been issued or improperly packaged, will be returned to You at Your expense. Customer is responsible for the shipping charges to the service center and SAMSUNG will cover the shipping cost when sending a replacement Product to the customer if replacement is deemed to be necessary by SAMSUNG.

You are advised to ship any Products to SAMSUNG with the benefit of tracking information, as SAMSUNG is not responsible for any damage or loss to the Product while in transit. SAMSUNG also recommends that all data on the Product should be backed up before being sent to SAMSUNG. In the case of replacements, ownership of the original Product will be transferred to SAMSUNG and SAMSUNG will not return original Product to You. Data recovery is not covered under this warranty and is not part of the repair or replacement process. SAMSUNG is not liable for any data loss or corruption in any cases.

You hereby acknowledge and agree that each region may have regional specific warranty implications that may change the terms and conditions of this Agreement in its specific application to You.

For detailed information, please contact to SAMSUNG or an authorized SAMSUNG service center.

| Area             | Center | Contact Point                 | Remark                |
|------------------|--------|-------------------------------|-----------------------|
| USA (New Jersey) | TTS    | Email: support@totalts.com    | End User support only |
|                  |        | Phone: 800-SAMSUNG (726-7864) |                       |

#### **D. Credit Schedule**

In the event SAMSUNG elects to provide You with a credit in accordance with the terms and conditions of this Agreement, SAMSUNG will remit to You such credit in accordance with (i) the stage of the Product in its applicable warranty term, and (ii) the current sales price of the same model of the Product or one of similar capacity.

Website: <http://www.samsung.com/us>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.