

# ROCSTOR PRODUCTS WARRANTY AND TECHNICAL SUPPORT INFORMATION

## General Terms

EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, ROCSTOR MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ROCSTOR EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES OR COUNTRIES DO NOT ALLOW A LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR CONSUMER PRODUCTS. IN SUCH STATES OR COUNTRIES, SOME EXCLUSIONS OR LIMITATIONS OF THIS LIMITED WARRANTY MAY NOT APPLY TO YOU.

This Limited Warranty applies to the Rocstor branded hardware products sold by or leased from Rocstor Storage, Inc., its worldwide subsidiaries, affiliates, authorized resellers, or country distributors (collectively referred to in this Limited Warranty as "Rocstor") with this Limited Warranty. This Limited Warranty is applicable in all countries and may be enforced in any country where Rocstor or its authorized service providers offer warranty service subject to the terms and conditions set forth in this Limited Warranty. However, warranty service availability and response times may vary from country to country and may also be subject to registration requirements in the country of purchase.

Rocstor warrants that the Rocstor hardware product and all the internal components of the product that you have purchased or leased from Rocstor are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from Rocstor. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to warranty service according to the terms and conditions of this document if a repair to your Rocstor branded hardware is required within the Limited Warranty Period. This Limited Warranty extends only to the original purchaser or lessee of this Rocstor branded product and is not transferable to anyone who obtains ownership of the Rocstor branded product from the original purchaser or lessee.

Rocstor products are manufactured using new materials or new and used materials equivalent to new in performance and reliability. Spare parts may be new or equivalent to new. Spare parts are warranted to be free from defects in material or workmanship for thirty (30) days or for the remainder of the Limited Warranty Period of the Rocstor hardware product in which they are installed, whichever is longer.

During the Limited Warranty Period, Rocstor will repair or replace the defective component parts or the hardware product. All component parts or hardware products removed under this Limited Warranty become the property of Rocstor. The replacement part or product takes on either the Limited Warranty status of the removed part or product or the thirty (30) day limited warranty of the spare part. In the unlikely event that your Rocstor product has a recurring failure, Rocstor, at its discretion, may elect to provide you with a replacement unit of Rocstor's choosing that is at least equivalent to your Rocstor branded product in hardware performance. Rocstor reserves the right to elect, at its sole discretion, to give you a refund of your purchase price or lease payments (less interest) instead of a replacement. This is your exclusive remedy for defective products.

**YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE DATA STORED ON YOUR HARD DRIVE OR OTHER STORAGE DEVICES AS A PRECAUTION AGAINST POSSIBLE FAILURES, ALTERATION, OR LOSS OF THE DATA. BEFORE RETURNING ANY UNIT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. ROCSTOR IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. ROCSTOR IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY ROCSTOR WHEN THE PRODUCT IS MANUFACTURED.**

Rocstor does not warrant that the operation of this product will be uninterrupted or error-free. Rocstor is not responsible for damage that occurs as a result of your failure to follow the instructions that came with the Rocstor branded product.

This Limited Warranty does not apply to expendable parts. This Limited Warranty does not extend to any product from which the serial number has been removed or that has been damaged or rendered defective (a) as a result of accident, misuse, abuse, or other external causes; (b) by operation outside the usage parameters stated in the user documentation that shipped with the product; (c) by the use of parts not manufactured or sold by Rocstor; or (d) by modification or service by anyone other than (i) Rocstor, (ii) a Rocstor authorized service provider, or (iii) your own installation of end-user replaceable Rocstor or Rocstor approved parts if available for your product in the servicing country.

These terms and conditions constitute the complete and exclusive warranty agreement between you and Rocstor regarding the Rocstor branded product you have purchased or leased. These terms and conditions supersede any prior agreements or representations-including representations made in Rocstor sales literature or advice given to you by Rocstor or an agent or employee of Rocstor-that may have been made in connection with your purchase or lease of the Rocstor branded product. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Rocstor.

## Limitation of Liability

IF YOUR ROCSTOR BRANDED HARDWARE PRODUCT FAILS TO WORK AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT. ROCSTOR'S MAXIMUM LIABILITY UNDER THIS LIMITED WARRANTY IS EXPRESSLY LIMITED TO THE LESSER OF THE PRICE YOU HAVE PAID FOR THE PRODUCT OR THE COST OF REPAIR OR REPLACEMENT OF ANY HARDWARE COMPONENTS THAT MALFUNCTION IN CONDITIONS OF NORMAL USE.

ROCSTOR IS NOT LIABLE FOR ANY DAMAGES CAUSED BY THE PRODUCT OR THE FAILURE OF THE PRODUCT TO PERFORM, INCLUDING ANY LOST PROFITS OR SAVINGS OR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ROCSTOR IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

THIS LIMITATION OF LIABILITY APPLIES WHETHER DAMAGES ARE SOUGHT, OR A CLAIM MADE, UNDER THIS LIMITED WARRANTY OR AS A TORT CLAIM (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), A CONTRACT CLAIM, OR ANY OTHER CLAIM. THIS LIMITATION OF LIABILITY CANNOT BE WAIVED OR AMENDED BY ANY PERSON. THIS LIMITATION OF LIABILITY WILL BE EFFECTIVE EVEN IF YOU HAVE ADVISED ROCSTOR OR AN AUTHORIZED REPRESENTATIVE OF ROCSTOR OF THE POSSIBILITY OF ANY SUCH DAMAGES.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT MAY VARY FROM STATE TO STATE OR FROM COUNTRY TO COUNTRY. YOU ARE ADVISED TO CONSULT APPLICABLE STATE OR COUNTRY LAWS FOR A FULL DETERMINATION OF YOUR RIGHTS.

## Options and Software

The Limited Warranty terms and conditions for Rocstor options are as indicated in the Limited Warranty applicable to Rocstor options. ROCSTOR DOES NOT WARRANT SOFTWARE PRODUCTS, INCLUDING ANY SOFTWARE PRODUCTS OR THE OPERATING SYSTEM PREINSTALLED BY ROCSTOR. Rocstor's only obligations with respect to software distributed by Rocstor under the Rocstor brand name are set forth in the applicable end-user license or program license agreement. Non-Rocstor hardware and software products are provided "AS IS." However, non-Rocstor manufacturers, suppliers, or publishers may provide their own warranties directly to you.

## Software Technical Support

Software technical support is defined as assistance with questions and issues about the software that was either preinstalled by Rocstor on the Rocstor branded product or that was included with the Rocstor branded product at the time of your purchase or lease of the product. Technical support for software is available for the first ninety (30) days from date of product purchase or lease. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving software technical support. After the first ninety (30) days, technical support for software that was either preinstalled by Rocstor on the Rocstor branded product or included with the Rocstor branded product at the time of your purchase or lease of the product is available for a fee.

## Warranty Period

Warranty Period for Rocsilver FireWire Hard Drives are 1 Year Parts and Labor.

## Types of Warranty Service

Your Rocstor Limited Warranty consists of repair or replacement of defective parts, including hard drives identified by Rocstor Support Organization as "pre- failure."

### Carry-in Warranty Service Available Monday - Friday

Under the terms of carry-in service, you may be required to deliver your Rocstor product to Rocstor Service Center or an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product. In addition, you are responsible for insuring any product shipped or returned. You assume risk of loss during shipping.

### Rocstor Replaceable Parts Program

Where available, the Rocstor Replaceable Parts program ships approved replacement parts directly to you to fulfill your warranty. This will save considerable repair time. After you call the Rocstor Technical Support Center at +1 (818) 727-7000, a replaceable part can be sent directly to you. Once the part arrives, call the Rocstor Technical Support Center. A technician will assist you over the phone to ensure that the installation is quick and easy.

### Service Upgrades

Rocstor offers extra coverage for your product. For information on service upgrades, refer to [www.rocstor.com](http://www.rocstor.com). Service upgrades purchased in one country are NOT transferable to another country.

## Contacting Rocstor

- In the United States, refer to the Rocstor website at [www.rocstor.com](http://www.rocstor.com).
- **1.818.727.7000**  
Toll-free technical support in the United States and Canada, 5 days a week, 9:00 a.m. to 6:00 p.m. Pacific Standard Time

Be sure to have the following information available before you call Rocstor:

- Product serial number, model name, and model number
- Applicable error messages
- Add-on options
- Operating system
- Third-party hardware or software