

Cavalry Limited Warranty

IMPORTANT: PLEASE READ THESE WARRANTY TERMS CAREFULLY BEFORE SUBMITTING AN RMA REQUEST. PROCEEDING WITH AN RMA REQUEST INDICATES THAT YOU AGREE TO THESE TERMS HEREUNDER ("TERMS"). CAVALRY RESERVES THE RIGHT TO CHANGE THESE WARRANTY TERMS FROM TIME TO TIME AT ITS SOLE DISCRETION.

Cavalry Storage Inc. manufactures 'Personal Disk Arrays', external hard drives, hard drive docks, and solid state drives. This warranty applies to all new equipment manufactured by Cavalry Storage Inc sold by an authorized distributor or authorized reseller. No limited warranty is provided by Cavalry unless product was purchased from an authorized distributor or authorized reseller. Distributors may sell Cavalry products to resellers who then sell Cavalry products to end users. Cavalry Storage Inc. ("Cavalry Storage") warrants all new equipment manufactured by Cavalry Storage (including any accessories included with its products) and sold by an authorized distributor or authorized reseller against defects in material or workmanship for one (1) year from the product's original date of purchase as follows:

1. **Labor:** For a period of one (1) year from the date of purchase, if product is determined to be defective at no fault of the customer, Cavalry Storage will repair or replace the product, at its option, or pay an authorized service facility to repair the product. After the warranty period has passed, labor charges are the responsibility of the consumer.
2. **Parts:** In addition, Cavalry Storage will exchange defective parts for new or refurbished replacements at no charge for a period of one (1) year from date of purchase.
3. **Damaged Goods or Non-functional Products:** Upon receipt of Cavalry Storage product, if product is shown to be defective by no fault of the customer, Cavalry Storage will replace or repair the product at no cost to the customer. If the product is defective due to misuse, returns will not be processed and the product's warranty will be voided and the product will be returned to the customer.
4. **Warranty Seal:** The warranty seal found on Cavalry Storage products must not be tampered with. If the warranty seal is broken, customer's warranty is void and any warranty claims for such product will not be accepted by Cavalry or its service providers. The product will be returned to the customer. The only exception to this rule is if the seal is broken by a commercial data recovery company for the sole purpose of retrieving one's data (See point 6 for more information).
5. **Data Recovery: Data recovery is not included in Cavalry Storage's warranty of its products.** Neither Cavalry nor its service providers perform data recovery services. If your Cavalry hard drive is defective and you need to recover data on your hard disk, you should consult an independent service provider. Products returned to Cavalry Storage with duplicates of data recovery company's paperwork will not have their warranties voided. Certified paperwork includes a written explanation from the data recovery company, explaining why the data recovery work was necessary, description of the work performed on the drive, and the conditions under which the work was performed.
6. **Warranty Service:**

- Please submit return merchandise authorization (RMA) requests [online](#). If approved, RMA #s will be issued within two (2) business days. RMA numbers cannot be issued without correct model #s and serial number #s.
 - Customers can check status of their RMA request [here](#). If approved, all information needed to submit an RMA can be found at the RMA status page. Cavalry Storage will also send a confirmation email. Please read through either carefully. Customers must print out their RMA confirmation. The print-out must be included in the return package and it will serve as the product's "packing slip".
 - Customers are responsible for all freight costs to Cavalry Storage's service centers. Moreover, products must be shipped via a traceable company that can provide proof of delivery if necessary (e.g. UPS, FedEx, DHL). Cavalry Storage and its service centers are not responsible for products lost during shipping to its facilities.
 - Data recovery, defined as the retrieval of data from a damaged or corrupted drive, is not included in Cavalry Storage's warranty. Should customers need data recovery, please consult an independent service provider (see 5).
 - Cavalry Storage will not preserve data and does not guarantee data preservation, nor will Cavalry Storage attempt to contact the customer in the event that data preservation is not possible. Moreover, when a customer sends in a drive for service, he/she accepts that data will be lost. Neither Cavalry nor its service providers are responsible for data loss from drives sent in for service or repair.
7. **Warranty Disclaimer:** This warranty covers only hardware. Loss of data is not covered. This warranty does not cover damage due to accident, misuse, abuse, negligence or modification to any part and/or accessory of Cavalry Storage products. This warranty does not cover damage due to improper operation or maintenance, connection to improper power supply, or attempted repair by person(s) or facilities unauthorized by Cavalry Storage to service or upgrade the product. This warranty does not cover consumables. Cavalry Storage makes no expressed or implied warranty of any kind for products with regard to performance, merchantability, or fitness for any particular purpose. Further, Cavalry Storage is not responsible for any defects in products, loss or inaccuracy of data of any kind, or for any direct, indirect, incidental, or consequential damages resulting there from.
8. **Packing and Shipping:** Any product sent to Cavalry Storage, Inc. for service or repair must be packed and shipped according to the Cavalry Storage standards and guidelines. Packing instructions may be found [here](#). Shipping instructions may be found [here](#). Please note that packages received which deviate significantly from Cavalry Storage packing and shipping standards may be rejected. Also note that any package received without an RMA number will be rejected.

Failure to comply with any of the above will result in delays and will ultimately result in a voided warranty. Please [contact us](#) if you have any questions.

REPAIR OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE EXCLUSIVE REMEDY OF THE CONSUMER. Cavalry Storage SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY ON THIS LIBRARY. EXCEPT TO THE EXTENT

PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THIS LIBRARY IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, therefore, the above limitation or exclusions may not apply. In addition, extended service contracts with Cavalry Storage, or an authorized Cavalry Storage service facility, will affect the limitation on an implied warranty accordingly. This warranty gives you specific legal rights and you may have other rights that vary from state to state.