

Limited Warranty

WD warrants that the Product, in the course of its normal use, will for the term defined below, be free from defects in material and workmanship and will conform to WD's specification therefor. The term of your limited warranty depends on the country in which your Product was purchased. The term of your limited warranty is for 3 years in the North, South and Central America region, 3 years in the Europe, the Middle East and Africa region, and 3 years in the Asia Pacific region, unless otherwise required by law. The term of your limited warranty period shall commence on the purchase date appearing on your purchase receipt. WD shall have no liability for any Product returned if WD determines that the Product was stolen from WD or that the asserted defect a) is not present, b) cannot reasonably be rectified because of damage occurring before WD receives the Product, or c) is attributable to misuse, improper installation, alteration (including removing or obliterating labels and opening or removing external enclosures, unless the product is on the list of limited user-serviceable products and the specific alteration is within the scope of the applicable instructions, as found at <http://support.wdc.com>), accident or mishandling while in the possession of someone other than WD. Subject to the limitations specified above, your sole and exclusive warranty shall be, during the period of warranty specified above and at WD's option, the repair or replacement of the Product.

The foregoing limited warranty is WD's sole warranty and is applicable only to products sold as new. The remedies provided herein are in lieu of a) any and all other remedies and warranties, whether expressed, implied or statutory, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose, and b) any and all obligations and liabilities of WD for damages including, but not limited to accidental, consequential, or special damages, or any financial loss, lost profits or expenses, or lost data arising out of or in connection with the purchase, use, or performance of the Product, even if WD has been advised of the possibility of such damages. In the United States, some states do not allow exclusion or limitations of incidental or consequential damages, so the limitations above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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.