

Portable SSD

SAMSUNG SSD LIMITED WARRANTY

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 LIMITED WARRANTY STATEMENT ("AGREEMENT").

A. Warranty Policy

SAMSUNG warrants to the purchaser of the Product in its original sealed packaging ("You") that the Product is free from defects in material and workmanship, subject to the conditions stated herein, for THE SHORTER OF : (I) THE LIMITED WARRANTY PERIOD, WHICH DURATION IS SPECIFIED IN SECTION B OF THIS AGREEMENT, BEGINNING ON THE DATE THE PRODUCT WAS PURCHASED IN ITS ORIGINAL SEALED PACKAGING; OR (II) THE PERIOD ENDING ON THE DATE WHEN THE SSD HAS EXCEEDED ITS TBW (TOTAL BYTES WRITTEN) THRESHOLD AS MAY BE INDICATED BY SAMSUNG'S MAGICIAN SOFTWARE (FOR SPECIFIC INFORMATION ON THIS THRESHOLD, PLEASE REFER TO THE DATA SHEET FOR YOUR PARTICULAR SSD PRODUCT, WHICH IS AVAILABLE AT www.samsung.com/ssd, www.samsung.com/samsungssd)

In the event that a valid proof of purchase is not available, the limited warranty period will be determined by the date of manufacture.

In the event SAMSUNG determines, in its sole discretion, that the Product suffers from defects in material or workmanship and does not substantially conform to the published specifications under normal use, for as long as You own the Product and during the limited warranty period, 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) refund the then current market value of the Product at the time the warranty claim is made to SAMSUNG if SAMSUNG is unable to repair or replace the Product. In the case of replacements, SAMSUNG may replace Your Product with one that was previously used, repaired and tested to meet SAMSUNG specifications. The warranty period for repaired and replaced products will be applied for the longer of the remainder of the original warranty period or ninety (90) days. The returned Product for replacement service will not be sent back to You. However, in the case of NTF (No Trouble Found) through a diagnosis, Your Product will be sent back to You. You should always back up the important data. This warranty is provided only to You and is not transferable.

B. Limited Warranty Condition (Period and TBW)

3 Year Limited

C. Extent of the Limited Warranty

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 and environment (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 or testing, misuse, neglect, unauthorized repair, modification, accident, or other external causes, OR (v) there exist any other circumstances which SAMSUNG determines is evidence of a breach of this Agreement by You. You acknowledge and agree that the Product is not designed for and shall not be used in, including without limitation, life support systems, critical care, medical or safety equipment, or other applications where failure could result in loss of life or personal or physical harm, or any military or defense application, or any governmental procurement to which special terms or provisions may apply. Accordingly, SAMSUNG disclaims any and all liability in connection with, arising out of, or related to, any such use of the Product and you assume all risks arising from any such or similar application of the Product.

SAMSUNG's warranty does NOT cover any costs and expenses relating to SSDs' overhaul/assembly and data recovery for repairs or replacements. 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 exclusions 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; or
 - tampered or missing tape seal or serial number.

D. Warranty Limitations and Limitations of Liability

EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, SAMSUNG DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. ALL EXPRESSED AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD.

THIS AGREEMENT CONTAINS SAMSUNG'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT. 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.

E. Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Republic of Korea (excluding conflict of law's provisions which may direct the application of another jurisdiction's laws). All disputes, controversies or claims between the parties arising out of or in connection with this Agreement (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

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.