

**SYNOLOGY, INC.  
LIMITED PRODUCT WARRANTY**

THIS LIMITED WARRANTY ("WARRANTY") APPLIES TO THE PRODUCTS (AS DEFINED BELOW) OF SYNOLOGY, INC. AND ITS AFFILIATES, INCLUDING SYNOLOGY AMERICA CORP. (COLLECTIVELY, "SYNOLOGY"). YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS WARRANTY BY OPENING THE PACKAGE CONTAINING AND/OR USING THE PRODUCT. IF YOU DO NOT AGREE TO THE TERMS OF THIS WARRANTY, DO NOT USE THE PRODUCT. INSTEAD, YOU MAY RETURN THE PRODUCT TO THE RESELLER WHERE YOU PURCHASED IT FOR A REFUND IN ACCORDANCE WITH THE RESELLER'S APPLICABLE RETURN POLICY.

**Section 1. Definitions.** (a) "New Product", including: (1) "Category I Product" means Synology product models RS810+, RS810RP+, RX410, all DS/RS NAS models with the XS+/XS suffix (except RS3413xs+) in or after 13-series, and all DX/RX expansion units with 12 drive bays in or after 13-series. (2) "Category II Product" means Synology product models RS3413xs+, RS3412xs, RS3412RPxs, RS3411xs, RS3411RPxs, RS2211+, RS2211RP+, RS411, RS409RP+, RS409+, RS409, RS408-RP, RS408, RS407, DS3812xs, DS3811xs, DS2411+, DS1511+, DS1010+, DS710+, DS509+, DS508, EDS14, RX1211, RX1211RP, RX4, DX1211, DX510, DX5, VS240HD and RAM Module (1GB/2GB/4GB/8GB). (3) "Category III Product" means Synology product models that apply with the following requirements: all DS NAS models without the XS+/XS suffix and with 5 and more drive bays in or after 12-series, all RS NAS models without the XS+/XS suffix in or after 12-series, and all DX/RX expansion units with 4 or 5 drive bays in or after 12-series. (4) "Category IV Product" means all other Synology product models purchased by Customer after March 1, 2008. (5) "Category V Product" means all other Synology product models purchased by Customer before February 29, 2008. (b) "Refurbished Product" means all Synology products which have been refurbished and sold directly by Synology through Online Store, not including those sold by an authorized Synology distributor or reseller. (c) "Customer" means the original person or entity purchasing the Product from Synology or an authorized Synology distributor or reseller. (d) "Online Store" means an online shop operated by Synology or Synology's affiliate. (e) "Product" means a New Product or a Refurbished Product and any hardware incorporated into the Product by Synology and any accompanying documentation. (f) "Software" means the Synology proprietary software that accompanies the Product when purchased by Customer, is downloaded by Customer at the Web Site, or is pre-installed on the Product by Synology, and includes any firmware, associated media, images, animations, video, audio, text and applets incorporated into the software or Product and any updates or upgrades to such software. (g) "Warranty Period" means the period commencing on the date the Product is purchased by Customer and ending (1) five years after such date for Category I Products; (2) three years after such date for Category II & III Products; or (3) two years after such date for Category IV Products; or (4) one year after such date for Category V Products; or (5) 90 days after such date for Refurbished Products, except for those sold as "as is" or with "no warranty" on Online Store. (h) "Web Site" means the Synology web site located at [www.synology.com](http://www.synology.com).

**Section 2. Limited Warranty and Remedies**

**2.1 Limited Warranty.** Subject to Section 2.6, Synology warrants to Customer that each Product (a) will be free of material defects in workmanship and (b) under normal use will perform substantially in accordance with Synology's published specifications for the Product during the Warranty Period. Synology warrants the Software as set forth in the accompanying end user license agreement provided with the Product, if any. Synology provides no warranty to Refurbished Product sold as "as is" or with "no warranty" on Online Store.

**2.2 Exclusive Remedy.** If Customer gives notice of noncompliance with any of the warranties set forth in

Section 2.1 within the applicable Warranty Period in the manner set forth below, then, upon verification of the noncompliance by Synology, Synology will, at Synology's option: (a) use commercially reasonable efforts to repair the Product, or (b) replace the noncomplying Product or part thereof upon return of the complete Product in accordance with Section 2.3. The foregoing sets forth Synology's entire liability and Customer's sole and exclusive remedy for any breach of warranty under Section 2.1 or any other defect or deficiency in the Product. Customer will reasonably assist Synology to diagnose and validate any nonconformity with the Product. The warranty set forth in Section 2.1 does not include: (1) any warranty relating to the Software; (2) physical installation or removal of the Product from Customer's site; (3) visits to Customer's site; (4) labor necessary to effect repairs or replace defective parts other than during Synology's or its contracted service providers' normal local business hours, exclusive of weekends and service providers' holidays; (5) any work with any third party equipment or software; (6) any warranty of the hard disk if installed by Customer or any other third party; or (7) any warranty of compatibility with the hard disk.

**2.3 Return.** Any Product returned by Customer under Section 2.2 must be assigned a Return Merchandise Authorization ("RMA") number by Synology before shipment and must be returned in accordance with Synology's then current RMA procedures. Customer may contact any authorized Synology distributor or reseller or Synology Support to obtain assistance in obtaining an RMA, and must provide proof of purchase and product serial number when asking for such assistance. For warranty claims, Customer must return the complete Product to Synology in accordance with this Section 2.3 to be eligible for coverage under this Warranty. Any Product returned without an RMA number, or any Product that has been disassembled (except under the direction of Synology) will be refused and returned to Customer at Customer's expense. Any Product that has been assigned a RMA number must be returned in the same condition as it was received from Synology to the address designated by Synology, freight pre-paid, in packaging sufficient to protect the contents thereof and with the RMA number prominently displayed on the outside of the box. Customer is responsible for insurance and risk of loss with respect to returned items until they are properly received by Synology. A Product issued a RMA number must be returned within fifteen (15) days after issuance of the applicable RMA number.

**2.4 Replacement by Synology.** If Synology elects to replace any Product under this Warranty set forth in Section 2.1, then Synology will ship a replacement Product at Synology's expense via the shipping method selected by Synology after receipt of the nonconforming Product returned in accordance with Section 2.3 and validation by Synology that the Product does not conform to the warranty. In some countries, Synology may at its own discretion apply the Synology Replacement Service to certain Products, through which Synology will ship a replacement Product to Customer before its receipt of the nonconforming Product returned by Customer ("Synology Replacement Service").

**2.5 Support.** During the Warranty Period, Synology will make available to Customer the support services. Following the expiration of the applicable Warranty Period, support for

Products may be available from Synology upon written request.

**2.6 Exclusions.** The foregoing warranties and warranty obligations do not apply to any Product that (a) has been installed or used in a manner not specified or described in the Product specifications; (b) has been repaired, modified or altered by anyone other than Synology or its agent or designee; (c) has been in any way misused, abused, or damaged; (d) has been used with items not provided by Synology other than the hardware or software for which the Product is designed; or (e) otherwise fails to conform to the Product specifications and such failure is attributable to causes not within or under Synology's control. Further, the foregoing warranties will be void if (1) Customer disassembles the Product except as authorized by Synology; (2) Customer fails to implement any correction, modification, enhancement, improvement or other update made available to Customer by Synology; or (3) Customer implements, installs or uses any correction, modification, enhancement, improvement or other update made available by any third party. The warranty set forth in Section 2.1 will terminate upon Customer's sale or transfer of the Product to a third party.

**2.7 Disclaimer of Warranties.** THE WARRANTIES, OBLIGATIONS, AND LIABILITIES OF SYNOLOGY AND THE REMEDIES OF CUSTOMER SET FORTH IN THIS WARRANTY ARE EXCLUSIVE AND IN SUBSTITUTION FOR, AND CUSTOMER HEREBY WAIVES, RELEASES AND DISCLAIMS, ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF SYNOLOGY AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST SYNOLOGY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO THE PRODUCT, ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES DELIVERED UNDER THIS WARRANTY, INCLUDING, BUT NOT LIMITED TO ANY: (A) IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE; (B) IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE; (C) CLAIM OF INFRINGEMENT OR MISAPPROPRIATION; OR (D) CLAIM IN TORT (WHETHER BASED ON NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY OR OTHER THEORY). SYNOLOGY MAKES NO GUARANTEE AND SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE DATA OR INFORMATION STORED ON ANY SYNOLOGY PRODUCT WILL BE SECURE AND WITHOUT RISK OF DATA LOSS. SYNOLOGY RECOMMENDS THAT CUSTOMER TAKES APPROPRIATE MEASURES TO BACK UP THE DATA STORED ON THE PRODUCT. SOME STATES/JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER.

### Section 3. Limitations of Liability

**3.1 Force Majeure.** Synology will not be liable for, or be considered to be in breach of or default under this Warranty on account of, any delay or failure to perform as required by this Warranty as a result of any cause or condition beyond its reasonable control (including, without limitation, any act or failure to act by Customer).

**3.2 Disclaimer of Certain Damages.** IN NO EVENT WILL SYNOLOGY OR ITS SUPPLIERS BE LIABLE FOR THE COST OF COVER OR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL OR SIMILAR DAMAGES OR LIABILITIES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO LOSS OF DATA, INFORMATION, REVENUE, PROFIT OR BUSINESS) ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT, ANY ACCOMPANYING DOCUMENTATION OR SOFTWARE

AND ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS WARRANTY, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY EVEN IF SYNOLOGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**3.3 Limitation of Liability.** SYNOLOGY'S AND ITS SUPPLIERS' LIABILITY ARISING OUT OF OR RELATING TO THE USE OR INABILITY TO USE THE PRODUCT, ANY ACCOMPANYING DOCUMENTATION OR SOFTWARE AND ANY OTHER GOODS OR SERVICES PROVIDED UNDER THIS WARRANTY IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT REGARDLESS OF THE AMOUNT OF DAMAGES CUSTOMER MAY INCUR AND WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY. The foregoing disclaimer of certain damages and limitation of liability will apply to the maximum extent permitted by applicable law. The laws of some states/jurisdictions do not allow exclusion or limitation of certain damages. To the extent that those laws apply to the Product, the exclusions and limitations set forth above may not apply to Customer.

### Section 4. Miscellaneous

**4.1 Proprietary Rights.** The Product and any accompanying Software and documentation provided with the Product include proprietary and intellectual property rights of Synology and its third party suppliers and licensors. Synology retains and reserves all right, title, and interest in the intellectual property rights of the Product, and no title to or ownership of any intellectual property rights in or to the Product, any accompanying Software or documentation and any other goods provided under this Warranty is transferred to Customer under this Warranty. Customer will (a) comply with the terms and conditions of the Synology end user license agreement accompanying any Software furnished by Synology or an authorized Synology distributor or reseller; and (b) not attempt to reverse engineer any Product or component thereof or accompanying Software or otherwise misappropriate, circumvent or violate any of Synology's intellectual property rights.

**4.2 Assignment.** Customer will not assign any of its rights under this Warranty directly, by operation of law or otherwise, without the prior written consent of Synology.

**4.3 No Additional Terms.** Except as expressly permitted by this Warranty, neither party will be bound by, and each party specifically objects to, any term, condition or other provision that conflicts with the provisions of this Warranty that is made by the other party in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless each party specifically agrees to such provision in writing. Further, if this Warranty conflicts with any terms or conditions of any other agreement entered into by the parties with respect to the Product, this Warranty will prevail unless the other agreement specifically references the sections of this Warranty that it supersedes.

**4.4 Applicable Law.** Unless expressly prohibited by local law, this Warranty is governed by the laws of the State of Washington, U.S.A. without regard to any conflict of law principles to the contrary. The 1980 U.N. Convention on Contracts for the International Sale of Goods or any successor thereto does not apply.

**4.5 Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this Warranty, the Product or services provided by Synology with respect to the Product or the relationship between Customers residing within the United States and Synology will be resolved exclusively and finally by arbitration under the current commercial rules of the American Arbitration Association, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the dispute

between Customer and Synology. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held in King County, Washington, U.S.A. by submission of documents, by telephone, online or in person as determined by the arbitrator at the request of the parties. The prevailing party in any arbitration or legal action occurring within the United States or otherwise shall receive all costs and reasonable attorneys' fees, including any arbitration fee paid by the prevailing party. Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction. Customer understands that, in the absence of this provision, Customer would have had a right to litigate any such dispute, controversy or claim in a court, including the right to litigate claims on a class-wide or class-action basis, and Customer expressly and knowingly waives those rights and agrees to resolve any disputes through binding arbitration in accordance with the provisions of this Section 4.5. For Customers not residing within the United States, any dispute, controversy or claim described in this section shall be finally resolved by arbitration conducted by three neutral arbitrators in accordance with the procedures of the R.O.C. Arbitration Law and related enforcement rules. The arbitration shall take place in Taipei, Taiwan, R.O.C., and the arbitration proceedings shall be conducted in English or, if both parties so agree, in Mandarin Chinese. The arbitration award shall be final and binding on the

parties and may be enforced in any court having jurisdiction. Nothing in this Section shall be deemed to prohibit or restrict Synology from seeking injunctive relief or seeking such other rights and remedies as it may have at law or equity for any actual or threatened breach of any provision of this Warranty relating to Synology's intellectual property rights.

**4.6 Attorneys' Fees.** In any arbitration, mediation, or other legal action or proceeding to enforce rights or remedies under this Warranty, the prevailing party will be entitled to recover, in addition to any other relief to which it may be entitled, costs and reasonable attorneys' fees.

**4.7 Export Restrictions.** You acknowledge that the Product may be subject to U.S. export restrictions. You will comply with all applicable laws and regulations that apply to the Product, including without limitation the U.S. Export Administration Regulations.

**4.8 Severability.** If any provision of this Warranty is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remainder of this Warranty will remain in full force and effect.

**4.9 Entire Agreement.** This Warranty constitutes the entire agreement, and supersedes any and all prior agreements, between Synology and Customer related to the subject matter hereof. No amendment, modification or waiver of any of the provisions of this Warranty will be valid unless set forth in a written instrument signed by the party to be bound thereby.

North & South America

Synology America Corp.

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(Hours of operation: 7A-4P, M-F, PST)

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.