

SK HYNIX TERMS AND CONDITIONS

The SK hynix Terms and Conditions (these "T&C") govern your purchase and use of SK hynix Inc.'s solid-state drive (the "Product") and constitute an agreement between you and SK hynix Inc. ("SK hynix"). You agree that these T&C are the exclusive terms governing the sales transaction between you and SK hynix. As used in these T&C, "you" or the "customer" means the individual who has made the original purchase of the Product.

BY PURCHASING AND ACCEPTING DELIVERY OF THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THESE T&C. IF YOU DO NOT WISH TO BE GOVERNED BY THESE T&C, PLEASE RETURN THE PRODUCT WITHIN THIRTY (30) DAYS OF RECEIPT OF SHIPMENT WITH A PROOF OF PURCHASE.

LIMITED WARRANTY

A five (5) year limited warranty is provided to customers who have purchased the Product. For Products that are replaced within the five (5) year warranty period, the remaining warranty period from the original date of purchase will apply.

SK hynix warrants that the Product will be free from defects in design and manufacturing which would affect the form, fit or function of the Product. This warranty is limited to the original purchaser. Any claim relating to or arising from the limited warranty must be made within one (1) year after the date that gives rise to such claim and before the warranty period has expired, and SK hynix shall have no liability thereafter. Claims may be made only by the customer who originally purchased the Product and currently owns it.

This warranty does not cover any Product which is incorporated into or used as a component or part of any system or product by manufacturers. Customers who purchased the system or the product must contact the system or product manufacturer or the place of purchase for warranty services for such Product.

Any Product that is determined by SK hynix to be defective within the warranty period may be repaired or replaced by an SK hynix authorized dealer in accordance with the warranty policy and the decision of SK hynix. In lieu of repair or replacement, the original purchaser may receive a refund of either the original purchase price or the fair market value of the Product, whichever is lower. The foregoing is SK hynix's sole liability and the purchaser's sole and exclusive remedy for SK hynix's breach of warranty set forth herein.

To qualify for warranty service, a proof of purchase and a certificate of authenticity that was provided at the time of the purchase must be provided. SK hynix will not provide any warranty coverage if the purchaser fails to provide a proof of purchase and certificate of authenticity.

In case of replacement of the Product, the customer must provide the serial number of the Product and relevant personal information. For a Product replacement via delivery (e.g. postal or parcel delivery service), the customer must contact an authorized SK hynix dealer in advance. If a Product is covered by this warranty, an authorized SK hynix dealer will provide a functionally-equivalent replacement which meets the specifications of SK hynix at no additional cost. The ownership right of the Product returned for the replacement shall be transferred to SK hynix. Be sure to back up all data stored on the Product before requesting the replacement from an authorized dealer, as the said Product shall not be returned to the customer after the replacement. In case of replacement or repair, SK hynix shall not be liable for any loss of data stored on the Product or for damage incurred to recover the said data. Therefore, you must back up any important data to another storage medium to prepare for unforeseen circumstances.

This warranty does not apply if the Products have been subjected to damage, misuse, abuse, negligence, improper installation or testing, improper maintenance or storage, improper repair, accident, alteration or any other change by anyone other than SK hynix. Damage or modifications of the Product include, but not limited to, disassembly, forgery or damage to labels, defacement or removal of the original name and/or serial number, physical damage to the exterior, and damage to the connector pins.

THIS WARRANTY PROVIDES LEGAL RIGHTS TO THE CUSTOMER, AND THE LIMITATIONS OF THIS WARRANTY DO NOT UNDERMINE THE CUSTOMER'S EXPLICIT RIGHTS RECOGNIZED BY LAW. TO THE EXTENT PERMITTED BY LAW, SK HYNIX DOES NOT MAKE ANY EXPLICIT OR IMPLICIT GUARANTEE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH REGARDS TO THIS PRODUCT IN ADDITION TO THE AFOREMENTIONED TERMS.

LIMITATION OF LIABILITY

IN NO EVENT SHALL SK HYNIX BE HELD RESPONSIBLE TO YOU, WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHER LEGAL OR EQUITABLE THEORY, FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, DAMAGES FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF DATA, WORK STOPPAGE, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF SK HYNIX HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE COSTS OR DAMAGES. IN NO EVENT SHALL SK HYNIX BE LIABLE FOR COSTS OR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT.

NOTWITHSTANDING THE LIMITED WARRANTY ABOVE, YOU ALSO AGREE NOT TO BRING ANY LEGAL ACTION, BASED UPON ANY LEGAL THEORY INCLUDING CONTRACT, TORT, EQUITY OR OTHERWISE, AGAINST SK HYNIX THAT IS MORE THAN ONE YEAR AFTER THE DATE PURCHASE.

GOVERNING LAW

These T&C and any and all matters arising out of or relating to these T&C will be governed and construed in accordance with the laws of the State of California, without giving effect to any choice of law principles thereof which could result in the application of the law of another jurisdiction. Specifically, the validity, interpretation and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods.

ARBITRATION CLAUSE

Any dispute, controversy or claim arising out of, relating to or in connection with these T&C, including the breach or validity thereof, or the use of the Products shall be finally resolved by binding arbitration as described in this paragraph, rather than in court. The arbitration shall be held in San Francisco, California, in accordance with the Rules of Arbitration of the International Chamber of Commerce (the "Rules") and presided by a sole arbitrator selected in accordance with the Rules. You and SK hynix hereby waive any rights to appeal or to review such award by any court, arbitrator, or tribunal.

YOU AND SK HYNIX AGREE TO ARBITRATE SOLELY ON AN INDIVIDUAL BASIS, AND THAT THESE T&C DO NOT PERMIT CLASS ARBITRATION OR ANY CLAIMS BROUGHT AS A PLAINTIFF, CLAIMANT OR CLASS MEMBER IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE ARBITRATION PROCEEDING, Class action and representative action procedures shall not be asserted in nor apply to any arbitration pursuant to these T&C. As such, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding the arbitrator's power to rule on its own jurisdiction and the validity or enforceability of this arbitration clause, the arbitrator has no power to rule on the validity or enforceability of the agreement to arbitrate solely on an individual basis.

This clause constitutes an arbitration agreement between you and SK hynix and shall be governed by the Federal Arbitration Act.

WAIVER OF JURY TRIAL AND CLASS ACTION

IF, FOR ANY REASON, A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, Both you and SK hynix irrevocably and unconditionally waive any right you and SK hynix may have to a trial by jury in respect of any legal action arising out of or relating to these T&C or the transactions contemplated hereby. You acknowledge that you have considered the implications of this waiver and you makes this waiver voluntarily.

FURTHER, YOU WAIVE ANY RIGHT TO ASSERT ANY CLAIMS OR LITIGATE IN COURT AGAINST SK HYNIX AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY.

SEVERABILITY

If any term or provision of these T&C becomes invalid, illegal, or unenforceable, such term or provision shall be considered severed from these T&C, and all other terms and provisions of these T&C shall otherwise remain in full force and effect. To the extent possible, any invalid, illegal, or unenforceable term or provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

MODIFICATION

Any attempt to alter, supplement, modify or amend these T&C by the Customer will be considered a material alteration and will be null and void. In addition, these T&C are subject to change at any time, without prior written notice. Therefore, please check the terms and conditions carefully each time you place an order with or accept delivery of any Product from SK hynix.

ENTIRE AGREEMENT

These T&C, together with the licensing agreement referenced herein and the invoices relating to Products purchased, are the complete and exclusive agreement between you and SK hynix, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between you and SK hynix relating to the subject Products. These T&C may not be explained or supplemented by any prior course of dealings or trade by custom or usage.