# STORANDER GS Series line WARRANTY TERMS AND CONDITIONS

# **STORANDER**

STORANDER provides a broad range of maintenance and technical support that helps you best utilize your investment and solve your storage and surveillance problems.

All STORANDER **storage products** are shipped with **3 years** STORANDER limited standard warranty. Optional advanced services and warranties are available and vary by product family and region. You can contact your STORANDER sales representatives for more information.

This Warranty Policy shall be globally applicable and enforced in all countries. In the event that any terms of this Warranty Policy conflicts with local laws, local laws shall prevail.

#### STORANDER GS Series Limited Warranty and Repair Policy

This Limited Warranty applies ONLY to STORANDER-branded products, which include to the hardware components and software and required firmware provided by Infortrend.

This Limited Warranty DOES NOT include any non-Infortrend software applications or programs, non-Infortrend/STORANDER products, or non-STORANDER branded peripherals.

All non-STORANDER products or non-STORANDER branded peripherals external to the STORANDER hardware products are provided "AS IS" without STORANDER warranty. However, non-STORANDER manufacturers and suppliers, or publishers may provide their own warranties directly.

STORANDER is NOT responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by STORANDER are used; (2) configurations not supported by STORANDER are used; (3) parts intended for one system are installed in another system of different make or model.

This Limited Warranty is NOT transferable and applies ONLY to direct customers who purchase product from STORANDER for resale. For end users or indirect customers, please contact your distributor for warranty services.

Customer shall be responsible to advise its customers/ end users regarding the interoperability/compatibility, supported or qualified hardware/software by STORANDER before installation and shall contact STORANDER sales representative if any assistance is needed.

Customer shall take full responsibility for files and data transferred, and to maintain all appropriate backup of files and data stored on our products. STORANDER will not be responsible for any data loss as a result of using or accessing STORANDER products.



# STORANDER GS Series line WARRANTY TERMS AND CONDITIONS

### 1. Hardware Limited Warranty

#### 1.1. Regular Warranty

For storage products, STORANDER warrants to the direct customer that STORANDER hardware products will be free from defects in material and workmanship for a period of three (3) years after delivery, excluding non-STORANDER product and software delivered with or as part of the STORANDER product. Batteries are covered under warranty for a two-year period. SSD (solid state drive) products have a warranty that expires at the earlier of (i) the time period specified at purchase, or (ii) when the use of the SSD exceeds the maximum TBW (Total Bytes Written) or endurance limit. STORANDER warrants the replacement or repaired parts, to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the limited warranty period of the product they are replacing or in which they are installed, whichever is longer.

#### 1.2. Out of Warranty

STORANDER will repair or replace the defective storage; provided, however, that any such repair or replacement is contingent upon the availability of the required components. The customer shall pay the two-way shipping, packing, insurance, repair/replacement service fees and other costs, including necessary labor and parts.

Customer shall ship defective products freight prepaid to STORANDER. STORANDER shall ship repaired products freight collect to the customer. If the customer has a pending delivery, the repaired products shall be shipped together with the customer's order. Otherwise, it will be shipped separately.

Customer shall be responsible to advise its customers/ end users regarding the interoperability/compatibility, supported or qualified hardware/software by STORANDER before installation and shall contact STORANDER sales representative if any assistance is needed.

All out-of-warranty products returned for repaired or replacement services, the repaired or replacement parts shall be warranted to be free from defects in material or workmanship for ninety (90) days from the repaired or replacement parts delivery by STORANDER.

#### 1.3. Non-Warranty

STORANDER reserves the right to inspect products returned from its customers in order to determine the cause of the problem. STORANDER shall return defective products that could not be repaired at no-charge, except for shipping costs. This warranty does not cover expendable or consumable parts and product problems related to the following:

- 1. Products damaged during shipping due to insufficient or improper packaging.
- 2. Damage caused by force majeure (such as fire, flood, war, earthquake, snowstorm, etc.).

# **STORANDER**

# WARRANTY TERMS AND CONDITIONS

- 3. Damage caused by normal wear of parts, scratches, surface rust or deterioration, improper use, improper storage, improper testing, negligent use of improper voltage or current, accidental damage, abnormal or unusual use, use of unauthorized accessories or modules, use contrary to the operating instructions, improper operating temperature/environment, or lack of regular maintenance.
- 4. Product repaired, dismantled, or altered by unauthorized technical personnel.
- 5. Damage caused by computer viruses.
- 6. Removed warranty seals or serial number stickers which void our warranty.
- 7. SSD (solid state drive) reaching its maximum lifespan as indicated by warning messages on the system.

For hard disk drive, the following conditions void the product warranty:

- 8. Clear external damage to the disk drive:
  - Abnormal substances on the surface of the disk drive (e.g. adhesives, oil, etc.)
  - Damage to the exterior casing
  - Any dents on the exterior casing
  - Missing parts (e.g. screws)
  - Damage to the original vendor labels
  - Damage to breather holes
- 9. The warranty is voided if there are labels, which do not belong to the original vendor, on any of the following locations:
  - Breather holes and air vents
  - Any location on the PCBA
  - Serial number, part number
  - On any location where these labels cover product information of the original vendor

### 1.4. Optional Extended Warranty

In addition to the periods set forth in the Regular Warranty, STORANDER offers an Optional Extended Warranty that extends the warranty period for the product an additional **seven (7) years for storage**. Customers may elect to purchase the Optional Extended Warranty at the time of sale or within the regular warranty period. For more detailed information, please contact your local representatives.

### 2. How to Return Material for Repair

2.1. Return Material for Repair

The customer requests a Return Material Authorization (RMA) number by logging into STORANDER Service Request to issue the ticket online, describe the problem and provide Unit Serial Number to be verified.

RMA requests for one or more items of the same model or items of the same model with a similar problem should be submitted separately, with the requests numbered in consecutive order.



# **STORANDER**

# STORANDER GS Series line WARRANTY TERMS AND CONDITIONS

- 2.2. STORANDER issues an RMA number to the customer upon approval.
- 2.3. Once the customer receives the RMA number, a copy of the RMA form is packed together with the product and shipped to service locations.
- 2.4. The defective products must be shipped to STORANDER within thirty (30) days from the issuance of the RMA. Shipping documents should be immediately sent to the STORANDER's sales person or sales assistant in charge of the customer's account. Failure to ship within thirty (30) days automatically voids the RMA.
- 2.5. Returned items must be packed properly and safely, preferably in the original packaging. The RMA number should be marked clearly on the outside of the package. STORANDER is not responsible for any damage or loss during transportation due to improper packaging.
- 2.6. STORANDER strongly suggests that the customer first contacts STORANDER's technical support or sales department for an initial analysis of possible causes and solutions for any encountered problems before returning product for repair.

#### 3. Grounds for Refusing Returned Materials

If any of the following conditions exist, the returned products may be rejected by STORANDER's RMA department and returned to the customer at the customer's expense:

- (1) No RMA number was issued.
- (2) Late return of defective products.
- (3) Contents of the package do not match the RMA issued.
- (4) Returned products are missing components (such as ICs, resistors, capacitors, etc.).
- (5) Failure to ship products according to the agreed method of shipping.
- (6) Failure to obtain customer's approval for the repair charge of defective non-warranty product.

### 4. Repair Charges

STORANDER shall inform the customer of the repair cost in advance. Repair charges may be included with the customer's next purchase order or paid separately. Customers should request the repair charge from sales person or sales assistant in charge of their account.

# STORANDER

# WARRANTY TERMS AND CONDITIONS

### 5. Summary of Hardware Product Warranty Policy

	Regular Warranty		Out of Warranty	Non- Warranty	Optional Extended Warranty
Warranty Period		3 years	-	-	Up to 7 years
Cost of Shipping	Returned to STORANDER	Paid by customer	Paid by customer	Paid by customer	Paid by customer
	Returned to Customer	Paid by STORANDER	Paid by customer	Paid by customer	Paid by STORANDER
Repair or Replacement		Repair or replacement	Repair or return	Repair or return	Repair or replacement

#### 6. Restrictions on Use of Products

The products sold by STORANDER are solely designed for general commercial use and are not intended or authorized for use with application, including, without limitation nuclear facilities.

#### 7. Software Limited Warranty

- 7.1. STORANDER warrants that for a period of 90 days of delivery to customer (a) the media on which the software is furnished by STORANDER will be free of defects in materials and workmanship under normal use; and (b) the software substantially conforms to its published specifications.
- 7.2. STORANDER may offer technical support for the software it furnished by telephone, e-mail, facsimile, or the web, including (1) answering installation questions; (2) setting up and configuring software and options; (3) interpreting system error messages; or (4) isolating system problems, but not including (1) diagnose user-generated program or source code; (2) installation the software with non-STORANDER products; or (3) system optimizations, customization and network configuration; provided however that, if the hardware product used in conjunction with the software has been discontinued (EOL), the applicable support shall then end from the date of EOL. For out of warranty products, please contact your local representative to check for availability and pricing.
- 7.3. While requesting technical support, customer shall provide with a report form, containing the necessary information, as applicable, such as (1) product name and version, (2) model name and serial number, (3) error message, and (4) operating system.
- 7.4. STORANDER may make available new software updates and software upgrades upon the release of the product general availability date. STORANDER will provide access to these new software releases from the software download section of our website or through our service partners.

# **STORANDER**

# WARRANTY TERMS AND CONDITIONS

- 7.5. To enable STORANDER to provide system support and operation, customer will be required to use the software only in certified compatible STORANDER product.
- 7.6. For hardware/ software compatibility, and the update/ upgrade code, please enquire your sales representative.
- 7.7. This software limited warranty extends only to the original licensee of the software. Except for the foregoing, the software is provided AS IS.
- 7.8. Customer's sole and exclusive remedy and the entire liability of STORANDER under this software limited warranty will be, at STORANDER's option, repair or replacement. In no event does STORANDER warrant that the software is error free or that customer will be able to operate the software without problems or interruptions. Further, this warranty does not apply if the software (a) has been altered, except by STORANDER/Infortrend or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by STORANDER, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is supplied, for beta, evaluation, testing or demonstration purposes.

### 8. Warranty Disclaimer

EXCEPT FOR THE EXPRESS WARRANTY SET FORTH HEREIN, STORANDER MAKES NO OTHER WARRANTIES OR GUARANTEES REGARDING THE PRODUCT, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY, ARISING BY OPERATION OF LAW, OR AS A RESULT OF USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. STORANDER HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OR WARRANTIES OTHERWISE ARISING BY OPERATION OF LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND ANY OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

STORANDER WILL NOT BE RESPONSIBLE FOR ANY DATA LOSS RESULTING FROM ANY OF OUR PRODUCTS OR SERVICES, EITHER DIRECTLY OR INDIRECTLY, INTENTIONAL OR AS AN UNINTENTIONAL CONSEQUENCE OF OUR PRODUCTS OR SERVICES.

THE REMEDIES STATED IN THIS DOCUMENT CONSTITUTE THE CUSTOMER'S EXCLUSIVE REMEDIES AND STOANDER'S SOLE LIABILITY FOR BREACH OF THE LIMITED WARRANTIES SET FORTH HEREIN.

### 9. Limitation of Liability

IN NO EVENT SHALL STORANDER'S TOTAL, CUMULATIVE LIABILITY ARISING FROM THE SALE, USE AND DISPOSITION OF THE PRODUCT EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, UP TO THE CHARGES (IF RECURRING, 12 MONTHS' CHARGES APPLY) FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM.

# **STORANDER**

# WARRANTY TERMS AND CONDITIONS

IN NO EVENT SHALL STORANDER BE LIABLE TO CUSTOMER OR ANY THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, INCURRED BY THAT PARTY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR PRODUCT LIABILITY) OR WARRANTY, IN CONNECTION WITH THE SALE, USE AND DISPOSITION OF THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## 10. Version Update

STORANDER reserves the right to make adjustments and/or changes to this warranty policy from time to time without notice.