

# SAMSUNG Consumer Storage Warranty Statement

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 BRANDED CONSUMER STORAGE WARRANTY STATEMENT (“AGREEMENT”). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT USE THE PRODUCT.

THIS LIMITED WARRANTY SHALL NOT APPLY TO ANY SAMSUNG PRODUCTS PURCHASED FROM UNAUTHORIZED RESELLERS OR RETAILERS, EXCEPT IN STATES WHERE SUCH RESTRICTION MAY BE PROHIBITED.

## A. Warranty Policy

SAMSUNG warrants to the purchaser of this product in its original sealed packaging (“You”) that, during the Warranty Period set forth below, the product under normal use will be free from defects in materials and workmanship and conform to SAMSUNG’s published product specifications, subject to the conditions stated herein.

In the event SAMSUNG determines, in its sole discretion, that the product suffers from material defects and does not substantially conform to the published specifications under normal use, as long as You own the product, SAMSUNG will, at its option and subject to the conditions and exceptions stated in this Agreement, either: (1) replace the product with another of equivalent or greater capacity and functionality; or (2) refund Your purchase price, less any rebates. Proof of purchase showing information including, but not limited to, the date and place of purchase and the reseller’s name may be required.

THIS AGREEMENT SETS FORTH SAMSUNG’S ENTIRE LIABILITY AND EXCLUSIVE REMEDY AVAILABLE TO YOU FOR YOUR WARRANTY CLAIM. SAMSUNG DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. 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. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED UNDER APPLICABLE LAWS, THEN TO THE EXTENT PERMITTED, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY.

## B. Warranty Period

Product		Period
Card	EVO Plus, PRO Plus	10-year limited
UFD (USB Flash Drive)	Bar Plus, FIT Plus, Type-C	5-year limited

This warranty will only apply to the types of products specified above.

The Warranty Period on any replacement product will be the remaining portion of the Warranty Period given on Your originally-purchased product (“original product”).

### C. Warranty Limitations

Warranties provided herein **do not extend** to any use of the product for or with continuous recording instruments or any other write-intensive devices, including without limitation security cameras, surveillance systems, dashboard cameras, black box cameras, internet protocol/network cameras, continuous recording set top box devices, continuous data logging devices like servers, dedicated devices for benchmarking tests, or the primary drive for certain devices, and any other excessive use(s).

SAMSUNG is not responsible for any failure or defect arising out of the presence of or use with third party products, software, or components, whether authorised or not. This warranty is void if the product is not used in strict accordance with its instructions or is damaged as a result of improper installation, misuse, unauthorised repair, modification, or accident. In the case of replacements, ownership of the original product will be transferred to SAMSUNG and SAMSUNG will not return the original product to You. Data recovery is not covered under this warranty and is not part of the replacement process. SAMSUNG is not liable for data loss or corruption in any cases.

You agree that the product shall not be used in any life support systems or other applications where failure could cause injury or threaten life. SAMSUNG disclaims any and all liability in connection with, arising out of, or related to, any such use of the product.

SAMSUNG's warranty does not cover products which, for example, have been received improperly packaged, altered, or physically damaged, as further described in the list below. Products must be inspected upon receipt. You can refer to a non-exhaustive list of examples of the warranty limitations below.

- Improperly packaged or shipped, including the use of non-qualified shipping container(s)
- Any alterations, modifications, or physical damage to the product including, but not limited to, deep scratches

Warranty service may not be provided unless the product is returned to an authorised return centre in the region of Your purchase. You hereby acknowledge and agree that each region may have region-specific warranty implications that may change the terms and conditions of this Agreement in its specific application to You.