

DDRdrive Five Year Limited Warranty

LIMITED WARRANTY

DDRdrive LLC warrants to the purchaser (“Original Purchaser”) of the DDRdrive X1 and/or the DDRdrive SuperCap PowerPack (both herein defined as “Product”) in its sealed original packaging and to the purchaser of a prebuilt storage solution (“Solution Provider Customer”) built by an Original Purchaser containing the Product, if the Product is properly used and installed, as follows:

In the case of an Original Purchaser, it will be free from defects in material and workmanship, and will substantially conform to DDRdrive LLC’s publicly available specifications for a period of five (5) years beginning on the Product purchase date.

In the case of an Solution Provider Customer, it will be free from defects in material and workmanship, and will substantially conform to DDRdrive LLC’s publicly available specifications for a period of five (5) years beginning on the date of purchase of a prebuilt storage solution containing the Product.

If the Product, which is the subject of this Limited Warranty, fails to conform to the above warranty during the warranty period, DDRdrive LLC at its option, will replace the Product with another product, or if the Product is no longer in production then apply a credit (determined by DDRdrive LLC) towards the purchase of another product, or refund the then-current value of the Product at the time a claim for warranty service is made to DDRdrive LLC under this Limited Warranty.

This Limited Warranty, and any implied warranties that may exist under applicable state, national, provincial or local law, apply only to you as the Original Purchaser of the Product or prebuilt storage solution that includes the Product and lasts only as long as you continue to own the Product. Warranty coverage terminates if the Original Purchaser or the Solution Provider Customer sells or otherwise transfers the Product or prebuilt storage solution which includes the Product.

EXTENT OF LIMITED WARRANTY

DDRdrive LLC does not warrant that the Product will be free from design defects or errors known as “errata.” Current characterized errata are available upon request. Further, this Limited Warranty does NOT cover:

- any direct or indirect costs associated with the repair or replacement of the Product including labor installation or other costs incurred by you, and in particular, any costs relating to Product data loss; OR
- damage to the Product due to external causes, including accident, electrical power problem, abnormal electrical, mechanical or environmental conditions, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, or improper testing; OR
- any Product which has been modified or operated outside of DDRdrive LLC’s publicly available specifications or where the original identification markings has been removed, altered or obliterated from the Product.

HOW TO OBTAIN WARRANTY SERVICE

To obtain warranty service for the Product (whether purchased in its original sealed packaging or as part of a prebuilt storage solution), you may contact your original place of purchase in accordance with its instructions or you may contact DDRdrive LLC.

To request warranty service from DDRdrive LLC, you must contact DDRdrive LLC within the warranty period during normal business hours (local time), excluding holidays and prior to the return of the Product to DDRdrive LLC. Please be prepared to provide: (1) company name, mailing address, email address, and telephone number; (2) proof of purchase; (3) model name and Product serial number; (4) if applicable, a description of the host system including specifications; and (5) a detailed explanation of the problem. DDRdrive LLC may need additional information from you depending on the nature of the problem. Upon DDRdrive LLC’s verification of Product eligibility for warranty service, you will be issued a Return Material Authorization (“RMA”) number and provided with instructions for returning the Product to DDRdrive LLC. When you return the Product to DDRdrive LLC, you must include the RMA number on the outside of the package. DDRdrive LLC will not accept any returned Product without an RMA number, or that has an invalid RMA number, on the package. You must deliver the returned Product to DDRdrive LLC in the original or equivalent packaging, with shipping charges pre-paid (within the USA), and assume the risk of damage or loss during shipment. Freight charges and/or handling fees may apply if the Product for which you are requesting warranty services was not sold via authorized distribution in your country/Region.

DDRdrive LLC may elect to replace the Product with either a new or reconditioned Product or components, as DDRdrive LLC deems appropriate. The replaced product will be shipped to you at the expense of DDRdrive LLC within a reasonable period of time after receipt of the returned Product by DDRdrive LLC. The returned Product shall become DDRdrive LLC’s property on receipt by DDRdrive LLC. The replacement product is warranted under this written warranty and is subject to the same limitations and exclusions for ninety (90) days or the remainder of the original warranty period, whichever is longer. If DDRdrive LLC replaces the Product, the Limited Warranty period for the replacement Product is not extended.