Limited Warranty

This Limited Warranty is provided by

SK hynix NAND Product Solutions Asia Pacific LLC (a subsidiary of Solidigm Inc.) (“Solidigm”)
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USA

For questions or support, contact us at: https://www.solidigm.com/support.html; or by phone at: +61 1 800 951 268 (toll-free) or +61 272 286 779 (regular).

FAILURE OF THE PRODUCT CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA (“DATA LOSS”). SOLIDIGM IS NOT LIABLE FOR DATA LOSS IN CONNECTION WITH THE PRODUCT, REGARDLESS OF THE CAUSE.

YOU ARE RESPONSIBLE TO PROTECT AGAINST ANY DATA LOSS, AND YOU ARE ADVISED TO MAINTAIN A VERIFIED BACK-UP OF ALL DATA AT ALL TIMES.

YOU ARE RESPONSIBLE FOR THE COST OF FILING A WARRANTY CLAIM.

LIMITED WARRANTY

Solidigm warrants to the purchaser of the Product in its original sealed packaging (“Original Purchaser”) as follows: if the Product is properly used and installed, it will be significantly free from defects in material and workmanship, and will substantially conform to Solidigm’s publicly available specifications for the Warranty Period, which is **the shorter of**:

(A) a period of five (5) years beginning on the date the Product was purchased in its original sealed packaging by the Original Purchaser; or

(B) for PCIe drive usage, the period ending on the date when the usage of the Product or module, as measured by Solidigm’s implementation of the “SMART” attribute and reported by the Solidigm™ Storage Tool (or such other tool as approved by Solidigm), reaches or exceeds a value of “100”.

The Product will not be subject to this Limited Warranty if used in:

(i) any computer, networking or storage system that supports workloads or data needs of more than one concurrent user or one or more remote client device concurrently;

(ii) any server, networking or storage system that is capable of supporting more than one CPU per device; or

(iii) any device that is designed, marketed or sold to support or be incorporated into systems covered in clauses (i) or (ii).

If the Product that is the subject of this Limited Warranty, fails to conform to the above warranty during the Warranty Period, Solidigm, at its option, will:

- REPAIR the Product by correcting the defective hardware and/or software; OR
- REPLACE the Product with another product; OR, if Solidigm is unable to repair or replace the Product,
- REFUND the Original Purchaser an amount equivalent to **the lesser of**: (1) the original invoice price paid by the Original Purchaser or (2) the current market value of the Product in effect at the time the warranty is approved by Solidigm under this Limited Warranty (unless otherwise required by local laws and regulations).

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 AND LASTS ONLY FOR AS LONG AS YOU CONTINUE TO OWN THE PRODUCT.

THIS WARRANTY APPLIES ONLY IF THE ORIGINAL PURCHASER PURCHASED THE PRODUCT DIRECTLY FROM SOLIDIGM OR FROM AN AUTHORIZED SOLIDIGM DISTRIBUTOR. Any exception may be provided by Solidigm at its sole and absolute discretion. Authorized Solidigm distributors can be located here.

EXTENT OF LIMITED WARRANTY

Solidigm does not warrant that the Product will be free from design defects or errors known as "sightings." Current characterized sightings are available upon request. Further, this Limited Warranty does NOT cover:

- Any 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 the removal or replacement of any Product that is soldered or otherwise permanently affixed to any printed circuit board; OR
- Damage to the Product due to external causes, including accident, problems with electrical power, 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 Solidigm's specifications or where the original identification markings (e.g., trademark or serial number) has been removed, replaced, altered, or obliterated from the Product, or where the Product label has been tampered with or screw(s) on the exterior of the Product has been removed or broken; OR
- Any PCIe SSD or module Product, the usage of which has reached its write endurance limit, ("SMART" attribute value of "100" or more, as described above).

HOW TO OBTAIN WARRANTY SERVICE

1. If you purchased your Product from an authorized Solidigm distributor: Contact the distributor from whom you purchased the Product.
2. If you purchased your Product directly from Solidigm: Visit the Solidigm Customer Support website at https://www.solidigm.com/support.html.

    a. You will be asked for (1) your contact details; (2) proof of purchase; (3) model name and Product identification number; (4) an explanation of the problem; and (5) more information as necessary. If the proof of purchase is not available, then the Warranty Period will be calculated to begin on the Product's date of manufacture, which will be determined by Solidigm based on the Product's serial number.

    b. If Solidigm Customer Support confirms that the Product is within the Warranty Period and eligible for warranty evaluation, you will receive a Return Material Authorization (RMA) number and instructions on how to return the Product. On receipt of the Product, Solidigm will evaluate the Product to determine the defect, if any, and take either of the following actions:

        - If the Product is determined to be defective:
            - Solidigm will ship to you, at its expense, the repaired Product or a replacement Product.
            - The repaired or replacement Product will be warranted under the terms contained in the Limited Warranty, including its exclusions, for a duration equivalent to the longer of: (1) 90 days, beginning on the date of shipment of the repaired or replacement Product to you; or (2) the remainder of the Warranty Period of the original returned Product.
            - The defective Product(s) sent to Solidigm will not be returned to the Original Purchaser.
        - If the Product is determined to be "NDF" (No Defect Found): No warranty support will be provided. The Product(s) sent to Solidigm will be returned to the Original Purchaser.

3. Before returning any Product that contains data, be sure to back up your data and remove any confidential or proprietary information, personal data, and removable media from the Product. **Solidigm accepts no responsibility for any of your confidential or proprietary information, personal data, and removable media**.

WARRANTY LIMITATIONS AND EXCLUSIONS

THIS WARRANTY REPLACES ALL OTHER WARRANTIES FOR THE PRODUCT AND SOLIDIGM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, COURSE OF DEALING AND USAGE OF TRADE. Some states (or jurisdictions) do not allow the exclusion of implied warranties so this limitation may not apply to you. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. Some states (or jurisdictions) do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

LIMITATIONS OF LIABILITY

SOLIDIGM'S RESPONSIBILITY UNDER THIS OR ANY OTHER WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SOLIDIGM IS NOT RESPONSIBLE FOR ANY ACTUAL OR ANTICIPATED LOSS OF PROFITS, ACTUAL OR ANTICIPATED LOSS OF BUSINESS OR REVENUE, COST OF CAPITAL OR DOWNTIME COSTS, LOSS OF GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, REPRODUCING ANY PROGRAM OR DATA STORED IN THE PRODUCT, OR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, ENHANCED, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES WHATSOEVER, RESULTING FROM ANY BREACH OF WARRANTY, TORT OR UNDER ANY OTHER LEGAL THEORY, EVEN IF SOLIDIGM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some states (or jurisdictions) do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

THE TERMS OF THIS LIMITED WARRANTY ARE VOID OR VOIDABLE WHERE PROHIBITED OR RESTRICTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO EXPORT CONTROL, SANCTIONS, AND TRADE LAWS. SOLIDIGM SHALL NOT BE LIABLE IN ANY MANNER FOR REFUSING TO PROVIDE WARRANTY SUPPORT OR SERVICE DUE TO ANY SUCH RESTRICTIONS.

AUSTRALIAN CONSUMER LAW

OUR PRODUCTS COME WITH GUARANTEES, WHICH CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. YOU ARE ENTITLED TO A REPLACEMENT OR REFUND FOR A MAJOR FAILURE AND COMPENSATION FOR ANY OTHER REASONABLY FORESEEABLE LOSS OR DAMAGE. YOU ARE ALSO ENTITLED TO HAVE THE GOODS REPAIRED OR REPLACED IF THE GOODS FAIL TO BE OF ACCEPTABLE QUALITY AND THE FAILURE DOES NOT AMOUNT TO A MAJOR FAILURE.

THE BENEFITS GIVEN TO YOU UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES YOU HAVE UNDER THE AUSTRALIAN CONSUMER LAW AND OTHER LAWS. ANY AND ALL DISPUTES ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY SHALL BE ADJUDICATED AS FOLLOWS: THE EXCLUSIVE FORUM WILL BE AUSTRALIA AND THE APPLICABLE LAW WILL BE THAT OF AUSTRALIA.

IN THE EVENT OF ANY CONFLICT BETWEEN THE ENGLISH LANGUAGE VERSION AND ANY OTHER TRANSLATED VERSION(S) OF THIS LIMITED WARRANTY (WITH THE EXCEPTION OF THE SIMPLIFIED CHINESE VERSION), THE ENGLISH LANGUAGE VERSION SHALL CONTROL.

For support visit https://www.solidigm.com/support.html

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