

# NEXSAN PRODUCT STANDARD WARRANTY

## LIMITED HARDWARE WARRANTY

Nexsan, Inc. (Nexsan) warrants that the hardware portion of its Nexsan-branded products, when properly installed materially in accordance with the applicable product specification according to Nexsan's standard documentation and installation guides, will perform during its Warranty period under

normal use and service. The Warranty Period begins on date of shipment from Nexsan to the original purchaser and ends as specified in the table below. Nexsan's sole and exclusive obligation under this warranty is to repair or replace, at Nexsan's option, the nonconforming hardware component.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE WARRANTY REMEDIES STATED HEREIN ARE EXCLUSIVE. Nexsan shall not be responsible nor liable for any consequential, indirect or special damages to any party, including but not limited to lost profits, lost savings, lost data and loss of reputation, even if Nexsan has been advised of the possibility of such damages. It is the original purchaser's sole responsibility to protect against data loss, particularly mission critical data and to properly archive and backup data.

Any Nexsan product warranty shall immediately be null and void if, in Nexsan's sole judgment, the product has been altered or repaired other than with authorization from Nexsan and by its approved procedures, has been subject but not limited to misuse, abuse, negligence or accident, force majeure, damaged by excess voltage, damaged in shipment, exposed to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Normal preventative maintenance and wear and tear is the responsibility of the original purchaser and it is therefore not provided by Nexsan under this warranty. The original purchaser is required to return all allegedly defective Nexsan parts for which a replacement has been provided. If the original purchaser does not return the parts within 30 days Nexsan will issue an invoice at Nexsan's current MSRP (Manufacturer's Suggested Retail Price) and may suspend further warranty entitlements until the invoice has been paid or the parts have been returned."

Nexsan uses specific drive models, revision levels and specially screened drives to ensure proper operation and reliability of the Nexsan storage devices. Drives not supplied by Nexsan can cause the storage device to fail or function less than optimally and will therefore, in all cases, cause the warranty to terminate. In addition, some levels of Nexsan firmware may prevent the storage device from recognizing drives not supplied by Nexsan.

Certain Nexsan storage products incorporate Solid State Disk (SSD) drives. SSDs have a maximum usable write life (Endurance Limit). The length of time to reach the Endurance Limit varies depending upon the SSD drive type, system configuration and original purchaser use. Under normal conditions the Endurance Limit will not be reached prior to expiration of the standard Warranty Period. Nexsan's SSD warranty expires either (i) at the end of the applicable hardware product Warranty Period; OR (ii) when 100% of the SSD Endurance Limit is reached,

whichever occurs first. Nexsan will only replace SSDs under verified failure conditions as determined by Nexsan technical support. Nexsan will replace a failed SSD with another having a similar Endurance Limit.

In the event of a product failure during the Warranty Period, Nexsan technical support may be contacted between 8:00AM and 5:00PM local time (product site location) Monday through Friday, excluding customary local holidays, using the contacts listed here: <http://www.nexsan.com/support>.

## LIMITED SOFTWARE WARRANTY

Nexsan warrants that the software portion of its Nexsan-branded products, when properly installed according to Nexsan's standard documentation and installation guides, will perform materially in accordance with the applicable product specification for a period of thirty (30) days after delivery, except for non-material aesthetic aspects. Nexsan will replace any defective media item, if applicable, within thirty (30) days after delivery. Nexsan does not warrant that the functions contained in the software will meet any requirements beyond the product specifications, or that the operation of the software will be uninterrupted or error free. Nexsan makes no representation as to the suitability of software supplied as to fitness for a particular purpose. Nexsan warrants that it is authorized to grant the license to the Nexsan software to the original purchaser.

Many Nexsan products include pre-installed software. The hardware portion of these products is sold to original purchaser, but all software is licensed. The license agreement must be accepted as part of product installation. Nexsan has no obligation to support any product running unauthorized software including but not limited to all processes, applications or scripts not supplied by Nexsan. In addition, Nexsan is not responsible to support non-Nexsan hardware on which standalone Nexsan software is installed.

Nexsan will make available free of charge to the original purchaser of the product any software updates and maintenance releases which are issued during the Warranty Period, or contracted support period. These releases are focused on bug fixes and are available upon request from Nexsan technical support. Software upgrades containing new features are not included in the standard warranty.

## LIMITED SERVICES WARRANTY

Nexsan warrants that services provided to the original purchaser will be free from defects in workmanship for a period of thirty (30) calendar days from the date of service. Nexsan does not warrant, however, that any service deliverables will meet the specific needs of the original purchaser. The only remedy is for Nexsan to re-perform the service activity.

## LIMITATION ON WARRANTIES

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE

AND WARRANTIES OF MERCHANTABILITY. NEXSAN SPECIFICALLY DENIES ANY IMPLIED OR EXPRESS REPRESENTATION THAT: (i) ANY OF THE ITEMS WILL FIT THE ORIGINAL PURCHASER'S REQUIREMENTS; (ii) THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE; OR (iii) NEXSAN CAN HAVE ALL PROGRAM DEFECTS CORRECTED.

## NEXSAN AFFILIATES

Nexsan may exercise any of its rights and may fulfill any of its obligations under this warranty document through one more affiliated companies.

## AUSTRALIA LIMITED WARRANTY

If an Nexsan product is purchased for use in Australia and if the Australian Consumer Law applies, then Nexsan offers a limited warranty against defects: (i) with respect to hardware products, for the Warranty Period as defined above, (ii) with respect to software products, for 30 days from the license date; and (iii) with respect to Services, for 90 days from the date of service. The hardware product, software product or service will be replaced or refunded at our option. At your cost, deliver the applicable hardware product and/or software product and proof of purchase to Nexsan at Unit 2, 1 Coronation Ave, Kings Park NSW, Australia 2148 Ph 1800 225 013. Your benefits under this warranty are in addition to your other rights and remedies under a law in relation to this product. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

Warranty	Model	Warranty Type	Standard Warranty
	<b>E-Series Beast</b>	Hardware	36 months, Advanced Replacement Parts
<b>Unity</b>	Hardware	36 months, Advanced Replacement Parts	
	Software	90 days	
<b>Assureon</b>	Hardware	12 months, Advanced Replacement Parts	
	Software	90 days	