

This Limited Warranty is provided by:

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FAILURE OF THE PRODUCT SPECIFIED ABOVE CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA ("DATA LOSS"). INTEL IS NOT LIABLE FOR DATA LOSS IN CONNECTION WITH THE PRODUCT, REGARDLESS OF THE CAUSE.

YOU ARE RESPONSIBLE TO PROTECT AGAINST DATA LOSS, AND YOU AGREE TO MAINTAIN A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT AT ALL TIMES.

Intel warrants to the purchaser of the Product specified above 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 Intel's specifications for the "warranty period", which is a period of five (5) years beginning on the date the Product was purchased in its original sealed packaging; PROVIDED, HOWEVER, THAT THE WARRANTY PERIOD IS IMMEDIATELY TERMINATED UPON THE OCCURRENCE OF ANY ONE OR MORE OF THE FOLLOWING EVENTS:

- (A) FOR PCIe* DRIVE USAGE, THE VALUE OF THE SMART ATTRIBUTE "Percentage Used Estimated", AS MEASURED BY INTEL'S IMPLEMENTATION OF THIS "SMART" ATTRIBUTE AND REPORTED BY THE INTEL® SSD DATA CENTER TOOL, REACHES OR EXCEEDS A VALUE OF "100".

FOR SATA DRIVE USAGE, THE VALUE OF THE SMART ATTRIBUTE "Media Wear Out Indicator", AS MEASURED BY INTEL'S IMPLEMENTATION OF THIS "SMART" ATTRIBUTE AND AS REPORTED BY THE INTEL® SSD DATA CENTER TOOL, REACHES A VALUE OF "1" ; OR

- (B) THE MEASURED VALUE REPORTED BY THE INTEL® SSD DATA CENTER TOOL IMPLEMENTING THE SMART TEMPERATURE LOG OR FLAG REACHES OR EXCEEDS THE SPECIFIED VALUE IN THE LIMITED WARRANTY SPECIFICATION ADDENDUM FOR THE WARRANTY TEMPERATURE LIMIT OF THE DRIVE IN QUESTION.

If the Product which is the subject of this Limited Warranty, fails to conform to the above warranty during the warranty period, Intel, at its option, will:

- REPAIR the Product by means of hardware and/or software; OR
- REPLACE the Product with another product; OR, if Intel is unable to repair or replace the Product,
- REFUND the then-current value of the Product at the time a claim for warranty service is made to Intel under this Limited Warranty.

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER APPLICABLE STATE, NATIONAL, PROVINCAL 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.

EXTENT OF LIMITED WARRANTY

Intel 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 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 Intel's specifications or where the original identification markings (trademark or serial number) has been removed, altered or obliterated from the Product, or where the label or screw on the exterior of the Product is removed or broken; OR

- Any Product the usage of which has reached its write endurance limit, as measured by the SMART attribute (E9) "Media Wear-out Indicator" value of "1" for SATA drives and "Percentage Used Estimate" value of 100 for PCIe drives, as set forth above.

HOW TO OBTAIN WARRANTY SERVICE

- You may contact your place of purchase or you may contact Intel by calling an Intel Customer Support (ICS) center during business hours. 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 if necessary. If ICS confirms that the Product is eligible for warranty service, you will receive a Return Material Authorization (RMA) number and instructions for returning the Product.
- Intel will ship to you, at its expense, the repaired or replaced Product within a reasonable period upon receipt of the returned Product. The replacement product will be warranted under the terms contained in the Limited Warranty, including its exclusions, except that the term of the warranty will be whichever of the following two periods is longer: (1) 90 days, beginning on the date of shipment of the repaired or replaced Product to you; or (2) the remainder of the warranty period for the returned Product plus any additional period equal to the number of days between when you notify ICS of the need for warranty service and when you received the repaired or replaced Product.

WARRANTY LIMITATIONS AND EXCLUSIONS

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ANY AND ALL DISPUTES ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY SHALL BE GOVERNED BY THE LAWS OF SINGAPORE AND ADJUDICATED IN A COURT OF COMPETENT JURISDICTION LOCATED IN SINGAPORE.

Australian Consumer Law

OUR GOODS 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..

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