

Basic Hardware Warranty - NAS Products Canada

Highly Reliable Systems (Herein also referred to as the "Manufacturer") warrants their Network Attached Storage (NAS) products against defects in materials and workmanship for a period of twelve (12) months from the date of original purchase the ("Warranty Period"). The warranty is only valid to the original end user. This warranty applies to end users located in Canada.

Limited Basic NAS Warranty:

- 1 Year return to factory parts and labor limited warranty from date of our invoice.
- 1 way shipping from factory to customer via ground shipping on repaired units. Assuming item was registered properly as a warranty return with Canadian Customs when it was shipped back to us, we will pay return shipping and fees back to customer.
- 1 Year Installation support from time of purchase. Limited Installation tech support is provided on best effort basis only for NAS appliances with Operating System unmodified from factory defaults. Support provided 9am to 5pm during Pacific Standard Time via email, chat, phone, or remote session.

Within the warranty period the Manufacturer (at its sole discretion) will repair or replace the product at no charge, using new or refurbished parts or product that is equivalent to the original. In some rare cases we may, at our sole discretion, send out repair parts that will allow the reseller to perform a repair in the field. This is a special case exception to the normal warranty policy. In cases where parts are sent for field replacement, the **Advance Replacement Policy** (see below) will apply. The cost or reimbursement for on-site labor is not included in this warranty. It may take a week or more to evaluate defective products, and if item is "No Problem Found" (NPF) it will be returned as is and may incur a \$25 NPF fee. Please check with our tech support to insure the problem is not in the customer environment to avoid unnecessary shipping costs and fees.

Term: 1 year from date of our invoice, not invoice date to end user. Warranty will not be NOT extended for any reason, including having a unit "on the shelf" and not installed.

DOA Policy: If there is a serious defect within 30 days of the original purchase the Manufacturer will provide advance replacement of defective part or product. A credit card will be used to guarantee return of defective parts within 15 days. (Please see **Advance Replacement Policy** below for more information).

Basic Warranty Shipping Policy: The cost of shipping equipment back to The manufacturer is the responsibility of the customer. An adequate box and packaging materials must be used to prevent damage during shipment. The original box should be used if possible. The customer will be responsible for any damage during transport so should always insure the returned equipment with the shipper for the full retail value. The Manufacturer will not repair items damaged during shipping under this warranty. **Return Shipping:** Manufacturer will ship the repaired or remanufactured equipment back to customers located in the United States via ground or similar best cost carrier of their choosing. Customers wishing expedited shipping will be billed those costs. Customers outside the Continental United States will be responsible for the cost of shipping.

Advanced Replacement Policy: The limited Canadian warranty DOES NOT cover advanced replacement of parts or products. We highly recommend purchasing the **Dynamic Support contract**, which extends the warranty, and which DOES provide advance replacement. All Advanced replacements (with or without dynamic support) require a credit card to guarantee the return of defective product to the Manufacturer. The card will be pre-authorized to cover the purchase price. If the defective part or product is not received by the Manufacturer within 15 days after replacement has been shipped, the credit card will be charged for the item and no credit for the defective part will be issued.

Advance Replacement Fee (ARF): In rare cases, and at the discretion of the manufacturer, Advance Replacement of product not covered by a Dynamic Support Contract may be available. When available, typical ARFs are 20% of

purchase price for in warranty product. This fee is a guideline only, not a guarantee of advance replacement. Product availability or purchase price and are subject to change without notice. Any Shipping and Duties are responsibility of the customer.

Out of Warranty Repairs :

Out of warranty repairs are available on time and materials basis. Please refer to Warranty repair schedule or your sales rep. Shipping, duties, and import/export fees both ways must be covered by the customer.

One Time Incident Support (OTIS): Customers who have not purchased the dynamic support and are outside of warranty can purchase per incident tech support. Current OTIS fee is \$75, subject to change without notice. Any out of warranty repairs, parts, and labor will be subject to additional charges.

Retroactive Dynamic Support Contract. Within 30 days of purchase the customer may retroactively purchase a dynamic support contract on the unit, the coverage of which begins with the original purchase date of the unit. The dynamic support provides the additional benefits and years of coverage. Please see Dynamic Support document for additional Information.

Repair Time: The Manufacturer will attempt to perform repairs within a reasonable time period. We use the first in first out (FIFO) method. Customers with dynamic support are given preference.

Warranty on Repaired Items: The Manufacturer warrants replacement products or parts provided under this warranty against defects in materials and workmanship for the remaining portion of the original product's warranty or 60 days, whichever is longer. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes property of The Manufacturer.

Obtaining Warranty Service: Please review the online help resources and the product documentation before seeking warranty service. If the product is still not functioning properly after consulting the website and the manual, call your reseller for support and possible instructions on how to obtain warranty service. All returns must be authorized by the Manufacturer in advance. It is the customer, reseller, or distributor's responsibility to call for an "RMA" (Return Merchandise Authorization) number prior to shipping any product back for repair. Products arriving without a valid RMA will be rejected at our shipping dock.

Note: Before you deliver your product for warranty service it is your responsibility to backup all data, including all software programs. Always assume your product will come back reformatted with no data. Data recovery is not included in the warranty service and Highly Reliable Systems is not responsible for damage to the product or data during transit or a repair. Please remove ALL private or sensitive data prior to shipment.

Exclusions and Limitations The Manufacturer will not refund money, compensate the customer, or pay for labor (3rd party or otherwise) for any reason. Recovery or reinstallation of programs, data or other information is not covered under this Limited Warranty. We are not responsible for lost data, customer down time, or other liabilities. We ask that you always delete or "scrub" private or sensitive customer data on returned hard drives. Although we treat any residual customer data with the utmost respect, we do send damaged or failed hard drives to the original drive manufacturer and cannot guarantee privacy of data.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication (b) to damage caused by service performed by anyone other than The Manufacturer; (c) to a product or a part that has been modified without the written permission of Highly Reliable Systems; or (d) if any The Manufacturer serial number has been removed or defaced. (e) at no time will the Manufacturer be responsible for data loss, corruption, or misuse.

Highly Reliable Systems' products are intended as backup (secondary or near-line storage), in which multiple backup media are used to provide additional protection against data loss on primary storage. It should not be used for primary server storage, independent of whether mirroring or other RAID functionality is used. No system can guarantee against data loss.

This Limited Warranty applies only to Highly Reliable Systems products manufactured by us (identified by Highly Reliable Systems logo, trade name, or logo affixed to it). This Limited Warranty does not apply to any non-Highly Reliable Systems hardware product or any software, even if packaged or sold with the Highly Reliable Systems product. Other manufacturers, suppliers, or publishers may provide a separate warranty for their own products packaged with The Manufacturer's product.

Software distributed by The Manufacturer under the Highly Reliable Systems brand name is not covered under this Limited Warranty. Technical support is not included and may be charged separately.

To the maximum extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Highly Reliable Systems specifically disclaims any and all implied warranties, including, without limitation warranties of merchantability and fitness for a particular purpose. If Highly Reliable Systems cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on the expiration of the warranty period. No Highly Reliable Systems reseller, agent, or employee is authorized to make any modification, extension or addition to this warranty.

To the maximum extent permitted by law, Highly Reliable Systems is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including any costs of recovering or reproducing any data stored or used with their product, and any failure to maintain the confidentiality of data stored on the product. Highly Reliable Systems specifically does not represent that it will be able to repair any product under this warranty or make a product exchange without risk to or loss of programs or data.

For consumers who have the benefit of consumer protection laws or regulations in their country of purchase or, if different, their country of residence, the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer protection laws and regulations. To the extent that Liability under such consumer protection laws and regulations may be limited, The Manufacturer's liability is limited, at it's sole option, to the replacement of the product or supply of the repair service.

Shipping Policy: An adequate box and packaging materials must be used to prevent damage during shipment. The original box should be used if possible. The customer will be responsible for any damage during transport so should always insure the returned equipment with the shipper for the full retail value. The Manufacturer will not repair items damaged during shipping as part of this warranty. Customers outside the Continental United States will be responsible for the cost of shipping back to factory. Express options are available at an additional charge using Federal Express or UPS. US Airmail and Priority Mail are used only for deliveries to APO and FPO addresses. **PLEASE NOTE:** we cannot be responsible for delays in delivery caused by bad weather, carrier error or other causes beyond our control and do not refund shipping charges in case of such delays.

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