

Hard Drive and Data Storage Warranty

Each component manufacture may have its own warranty statement. Those most important are listed here.

Maxtor DVR drives.

Western Digital DVR drives.



Limited Warranty Statement

Maxtor's warranty obligations are limited to the terms set forth below:

Maxtor warrants to the original consumer purchaser that new Maxtor disk drives will be free from defects in material and workmanship for the Standard Warranty Period. The start of the warranty period is the date of the last production for that drive, plus three months. If a drive is purchased from Maxtor or Maxtor's authorized reseller after the last production date for that drive, and proof of purchase can be provided, then the start of the warranty period is the documented date of such purchase.

For replacement disk drives the warranty on the replacement drive is the remainder of the warranty on the original drive or 90 days, whichever is longer.

For disk drives obtained under the Maxtor Upgrade Program, the warranty period is the remainder of the warranty period, as defined above, for that drive.

If the customer discovers a defect, Maxtor will, at its option, repair or replace the disk drive at no charge to the customer, provided it is returned during the warranty period, with transportation charges prepaid, to Maxtor in Irving, TX.; Bray, Ireland or Singapore. Drives must be properly packaged in Maxtor packaging or Maxtor approved packaging to obtain warranty service.

For warranty service, contact Maxtor at 1-800-2MAXTOR (IN USA) to obtain a "Return Material Authorization (RMA) number." A copy of the receipt or a bill of sale bearing the appropriate Maxtor serial number and model number may be required for warranty service.

Warranty Exclusions;

- Normal wear and tear
- Abuse, unreasonable use, mistreatment, or neglect
- Damage caused during installation of the disk drive
- Damage caused by the equipment or system with which the disk drive is used
- Damage caused by modification or repair not made or authorized by Maxtor

- Disk drives whose Maxtor Serial Number and/or Material Number label have been removed, torn or defaced
- Damage caused by use of non-Maxtor packaging
- Damage caused by improper or improperly used packaging
- Damage caused by lack of ESD protection
- Drives that are determined to be stolen.

THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. MAXTOR SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT. No Maxtor dealer, agent or employee is authorized to make any modification, extension or addition to this warranty.

MAXTOR IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS PROFITS, DOWNTIME, GOODWILL, DAMAGE OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH MAXTOR DISK DRIVES.

Some states do not allow the exclusion or limitation of incidental or consequential damages or exclusions of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

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Warranty Policy and Limitations

Western Digital Corporation ("WDC") values your business and always attempts to provide you the very best of service.

No limited warranty is provided by WDC unless your WDC Product ("Product") was purchased from an authorized distributor or authorized reseller. Distributors may sell Products to resellers who then sell Products to end users. Please see below for warranty information or obtaining service. No warranty service is provided unless the Product is returned to an authorized return center in the region (Americas, Europe-Middle East-Africa, or Asia Pacific) where the Product was first shipped by WDC.

If your Product was purchased as a component integrated within a system by a system manufacturer, no limited warranty is provided by WDC. Please contact the place of purchase or the system manufacturer directly for warranty service.

Return Material Authorization

No Product may be returned directly to WDC without first contacting WDC for a Return Material Authorization ("RMA") number. If it is determined that the Product may be defective, you will be given

an RMA number and instructions for Product return. An unauthorized return, i.e. one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA in an **approved shipping container**. Your original box and packaging materials should be kept for storing or shipping your Product.

Limited Warranty

WDC's limited warranty provides that, subject to the following limitations, each Product will be free from defects in material and workmanship and will conform to WDC's specification for the particular Product.

Duration of Warranty

The limited warranty extends only for the period of time set forth in the Product documentation. The period commences from the date of manufacture appearing on the Product label of the original Product purchase. To verify this period for your Product, please click on **Warranty Inquiry System**. In the United States, some states do not allow limitations on how long implied warranties last, so the above limitation may not apply to you.

Other Warranty Limitations

For further important information on limitations on WDC's warranty, please see below and review our **Additional Product Warranty Limitations** section at the end of this page.

Disclaimer of Warranties

There are no warranties which extend beyond the face of the WDC limited warranty. WDC disclaims all other warranties, express or implied, regarding the Products, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement. In the United States, some laws do not allow the exclusion of the implied warranties.

Your Use of the Product

WDC will have no liability for any Product returned if WDC determines that:

- The product was **stolen from WDC**.
- The asserted defect:
 - A. is not present,
 - B. cannot reasonably be fixed because of damage occurring when the Product is in the possession of someone other than WDC, or
 - C. is attributable to misuse, improper installation, alteration (including removing or obliterating labels), accident or mishandling while in the possession of someone other than WDC.
- The Product was not sold to you as new.

Limitation of Remedies

Your exclusive remedy for any defective Product is limited to the repair or replacement of the defective Product.

WDC may elect which remedy or combination of remedies to provide in its sole discretion. WDC shall have a reasonable time after determining that a defective Product exists to repair or replace a defective Product. WDC's replacement Product under its limited warranty will be manufactured from new and serviceable used parts. WDC's warranty applies to repaired or replaced Products for the

balance of the applicable period of the original warranty or ninety days from the date of shipment of a repaired or replaced Product, whichever is longer.

Limitation of Damages

WDC's entire liability for any defective Product shall in no event exceed the purchase price for the defective Product. This limitation applies even if WDC cannot or does not repair or replace any defective Product and your exclusive remedy fails of its essential purpose.

No Consequential or Other Damages

WDC has no liability for general, consequential, incidental or special damages. These include loss of recorded data, the cost of recovery of lost data, lost profits and the cost of the installation or removal of any Products, the installation of replacement Products, and any inspection, testing, or redesign caused by any defect or by the repair or replacement of Products arising from a defect in any Product.

In the United States, some states do not allow exclusion or limitation of incidental or consequential damages, so the limitations above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

On-Line Warranty Inquiry

The new on-line **Warranty Inquiry System** will provide warranty status based on the serial number of the Product.

Warranty Documentation

Please refer to your Product manual for a statement of your limited warranty. A Product manual can be obtained from your authorized distributor or reseller.

Additional Limitations on Warranty

Western Digital's warranty does not cover Products which have been received improperly packaged, altered, or physically damaged. Products will be inspected upon receipt. You can view additional examples of the warranty limitations below by clicking on the available links.

Packaging

- **Improperly Packaged**
- **Non-Qualified shipping container**

Alterations

- **Counterfeit Label (s)**
- Customer added jumper wires
- Incorrect PCBA/HDA pair
- **Labels have been switched:**
 1. True Western Digital label on non-Western Digital drive
 2. True Western Digital label on different capacity Western Digital Drive
- **Labels exhibit tampering**
- **Label missing standard printing such as UL or capacity**
- **Missing Barcode or top cover label**
- **No tape seal ? (Non-authorized Data Recovery Sticker)**
- **Serial Number on top cover does not match barcode on end**

- **Western Digital Labels or Breather filter holes obscured by Customer applied stickers**

Damage

- **Broken pins on connector**
- **Connector (s) are damaged, cracked, missing or broken**
- Cracked components on the circuit board
- **Dented base casting**
- **Torn or Punctured tape seal**
- **Dented top cover**
- **Deep Scratch**
- **Loose, damaged, or missing screws**
- Lifted or punctured Servo Clock Hole (SCSI)
- Missing Servo Clock Hole (SCSI)
- **Missing PCBA (Circuit Board)**
- Obscured breather filter holes
- **Punctured at Servo Writer Access port**
- Punctured Inspect Pivot Seal
- Scratch exposing copper trace
- Scorched or burned PCBA
- Stripped mounting hole threads

If an alphabetic character appears after the Product date code (example: 05 Apr 99 X), the Product has been re-certified and may not be subject to the terms of WDC's warranty as it applies only to products sold as new.

top

DVR Liability and Warranty

Parabit Systems warrants the original owner that the product delivered will be free from defects in material and workmanship for one (1) year following the date of purchase. This warranty does not cover any damage attributable to erroneous installation of the product.

THIS WARRANTY IS THE SOLE WARRANTY AND IS IN LIEU OF ANY OTHER WARRANTY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, OR ANY WARRANTY ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE.

NOTWITHSTANDING THE FOREGOING PARABIT SYSTEMS SHALL HAVE NO LIABILITY FOR ANY INDIRECT OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITING THE FOREGOING, CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES) ARISING FROM THE USE OF OR INABILITY TO USE THIS PRODUCT, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE, TORT, OR UNDER ANY WARRANTY, IRRESPECTIVE OF WHETHER PARABIT SYSTEMS HAS ADVANCE NOTICE OF THE POSSIBILITY OF ANY SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF USE, BUSINESS INTERRUPTIONS, THEFT, PREMISE VANDALISM, LOSS OF PHYSICAL ASSETS AND LOSS OF PROFITS, NOTWITHSTANDING THE FOREGOING, PARABIT SYSTEMS' TOTAL LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT SHALL NOT EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES WERE AN ESSENTIAL ELEMENT IN SETTING THE PRODUCT PRICE. PARABIT SYSTEMS NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER LIABILITIES.

This warranty does not cover replacement of products damaged by abuse, accident, misuse, neglect, alteration, repair, disaster, black out, act of god, improper installation or improper testing.

top