

Limited Warranty Statement

Warranty Services

LDAR Solutions' warranty obligations are limited to the terms set forth below.

Please note that LDAR Solutions reserves the right to update from time to time the warranty terms provided for new purchases of LDAR Solutions products, and to establish the effective date of those updated warranty terms. Please refer to www.ldarsolutions.com for the then current form of Limited Warranty Statement for LDAR Solutions brand products.

Please note that LDAR Solutions products are distributed outside the United States and Canada through local authorized distributors and resellers ("Resellers"). These Resellers generally offer a consumer warranty, and associated warranty services, to consumer purchasers. LDAR Solutions requires consumers in these jurisdictions first contact the Reseller from whom they purchased the LDAR Solutions product for all issues with regard to product defects and the applicable product warranty.

LDAR Solutions warrants to the original consumer purchaser ("you") that new LDAR Solutions disk drive products ("New Products") will be free from defects in material and workmanship for the Standard Warranty Period for the relevant New Product. The Standard Warranty Period for the various New Products marketed by LDAR Solutions and for the geographies in which they are sold is detailed on www.ldarsolutions.com.

The warranty period on replacements for New Products is the remainder of the warranty on the original New Product or 1 year from the date of shipment of the replacement product, whichever is longer.

In addition to the New Products, LDAR Solutions may from time to time sell refurbished products which are not new and which have been reconditioned to LDAR Solutions' standards for refurbished products ("Refurbished Products"). Unless a warranty period ("Refurbished Warranty Period") is designated by LDAR Solutions for the specific Refurbished Product either on www.ldarsolutions.com or on the product packaging (as applied by LDAR Solutions), Refurbished Products are provided strictly on an "AS IS" basis and LDAR Solutions disclaims any and all warranties or conditions whatsoever for Refurbished Products.

To the extent that LDAR Solutions so designates a warranty period for the Refurbished Product, LDAR Solutions warrants to the original consumer purchaser that the Refurbished Product will be free from defects in material and workmanship for the associated Refurbished Warranty Period.

New Products and Refurbished Products are together referred to as "Products." The start of the Standard Warranty Period or Refurbished Warranty Period (together referred to as the "Warranty Period"), as the case may be, is the documented date of your purchase of the Product from LDAR Solutions or LDAR Solutions' authorized reseller. In the absence of a documented purchase date, the start of the Warranty Period will be deemed the date of original shipment by LDAR Solutions from its point of new or refurbish manufacture, as the case may be, to LDAR Solutions' customer.

The Products are manufactured from parts and components that are new or equivalent to new in accordance with industry standards.

If you discover a defect in material or workmanship during the Warranty Period, and LDAR Solutions agrees that the defect exists, LDAR Solutions will, at its option, repair or replace the Product at no charge to you, provided it is returned during the applicable Warranty Period, with transportation charges prepaid, to the facility designated by LDAR Solutions. The Product must be properly packaged in LDAR Solutions or LDAR Solutions-approved packaging, with the Return Material Authorization clearly displayed on the outside of the packaging, to obtain warranty service. Products that fail within the first 30 days after purchase will be replaced with a new Product. LDAR Solutions may require proper proof of purchase documentation prior to issuing the replacement Product.

If LDAR Solutions elects to repair a Product, LDAR Solutions owns all parts removed from the repaired Product. LDAR Solutions uses new and reconditioned parts made by various manufacturers in conjunction with warranty repairs and replacement Products. Repair parts or replacement Products may, at LDAR Solutions' option, include an equal or better model or features.

LDAR SOLUTIONS HAS NO RESPONSIBILITY WHATSOEVER WITH REGARD TO ANY CONTENT OR DATA ON RETURNED PRODUCTS.

To request warranty service and before returning a Product to LDAR Solutions, please contact the LDAR Solutions Service Center. Refer to the LDAR Solutions Installation Guide or www.ldarsolutions.com for your online guide to find the appropriate telephone number for obtaining customer assistance within your jurisdiction and the proper address for shipping authorized returns. Once the LDAR Solutions Service Center determines that a repair is required, LDAR Solutions will issue an RMA number. A copy of your receipt or bill of sale bearing the name and location of LDAR Solutions' authorized reseller and the LDAR Solutions serial number and model number of the Product in which the defect has been reported may be required as a proof of your purchase for warranty service. Note that, as an alternative, LDAR Solutions offers an on-line warranty return option for certain Products through www.ldarsolutions.com.

YOU ARE RESPONSIBLE FOR SAVING OR BACKING UP DATA CONTAINED IN ANY PRODUCT RETURNED TO LDAR SOLUTIONS IN CONJUNCTION WITH WARRANTY OR ANY OTHER SERVICES. LDAR SOLUTIONS SHALL HAVE NO RESPONSIBILITY FOR SUCH DATA WHATSOEVER AND SHALL HAVE NO LIABILITY ARISING OUT OF ANY DAMAGE TO, OR LOSS OR DISCLOSURE OF, SUCH DATA.

This limited warranty applies only to the LDAR Solutions products that can be identified by the original, unaltered LDAR Solutions trademark, trade name or logo affixed to them. LDAR Solutions does not warrant any product that is not manufactured by, for, or with permission from LDAR Solutions, or which is not otherwise distributed by LDAR Solutions under the LDAR Solutions brand.

This warranty does not cover any of the following conditions:

- Abuse, unreasonable use, mistreatment, or neglect
- Unusual physical or electrical stress or power fluctuations
- Damage caused during installation of the Product
- Damage or capacity/performance/operational resetting caused by the equipment or system with which the Product is used
- Damage caused by modification or repair not made or authorized by LDAR Solutions
- Products whose LDAR Solutions Serial Number and/or Material Number label have been removed, torn or defaced
- Damage caused by use of non-LDAR Solutions packaging
- Damage caused by improper or improperly used packaging
- Damage caused by lack of ESD protection
- Products that are determined to be stolen.

Further, this limited warranty is void if the Product cover, or any label or seal on the Product, is removed or damaged.

LDAR Solutions owns all parts removed from the repaired Products. LDAR Solutions uses new and reconditioned parts in performing warranty repairs and building replacement products.

FAILURE TO COMPLETE AND RETURN ANY LDAR SOLUTIONS PRODUCT REGISTRATION FORM WILL NOT DIMINISH YOUR WARRANTY RIGHTS.

Certain Products include software or firmware as a component ("Software"). LDAR Solutions or its suppliers retain all rights of ownership in such Software and any use of the Software is subject to the license agreement provided by LDAR Solutions accompanying such Software. If no license is provided by LDAR Solutions, you are granted the limited right to use the Software as required for the operation of the Product and no other rights are granted whatsoever. Certain Software is licensed under the GNU General Public License Agreement ("GPL Software").

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, LDAR SOLUTIONS SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS AS TO THE PRODUCTS, SERVICES, OR ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LDAR SOLUTIONS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED OR DEEMED WARRANTIES AND CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE IN A SKILLFUL AND WORKMANLIKE MANNER, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY DOES NOT APPLY TO, AND LDAR SOLUTIONS MAKES NO WARRANTY TO YOU WITH REGARD TO, PRODUCTS ORIGINALLY SOLD AS AN INTEGRATED COMPONENT OF A SYSTEM NOT SUPPLIED BY LDAR SOLUTIONS, OR PRODUCTS PROVIDED UNDER A THIRD PARTY LEASING OR SERVICE ARRANGEMENT.

No LDAR Solutions distributor, reseller, dealer, agent or employee is authorized to make any modification, extension or addition to this warranty.

LDAR SOLUTIONS IS NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, UNFORSEEABLE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER OR NOT LDAR SOLUTIONS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF DATA OR PROGRAMS, LOST 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 LDAR SOLUTIONS PRODUCTS OR ANY OTHER DAMAGES ARISING OUT OF THE PURCHASE, USE OR PERFORMANCE OF THE PRODUCT. LDAR SOLUTIONS IS NOT, AND CANNOT BE, RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF ANY LOSS OF, OR ANY INABILITY TO ACCESS, DATA AS A RESULT FROM THE FAILURE OF A PRODUCT, AND ACCORDINGLY YOU BEAR THIS RISK. THE ALLOCATION OF RISK UNDER THIS LIMITATION OF LIABILITY IS REFLECTED IN THE PURCHASE PRICE OF THE PRODUCT. THIS LIMITATION OF LIABILITY, HOWEVER, WILL NOT APPLY TO CLAIMS FOR DEATH OR PERSONAL INJURY CAUSED BY THE NEGLIGENCE OF LDAR SOLUTIONS OR ITS ASSOCIATED COMPANIES, OFFICERS, REPRESENTATIVES OR AGENTS.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions of

implied or deemed conditions or 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 jurisdiction to jurisdiction. By way of example, if a Product is purchased from LDAR Solutions or LDAR Solutions' authorized reseller by you in Europe, Africa or the Middle East, you may have additional warranty rights which are explained at www.ldarsolutions.com.

Please note that you are expressly not permitted to use the Products in conjunction with the operation of nuclear facilities, aircraft navigation, aircraft communication, aircraft flight control, aircraft air traffic control systems, weapons devices or systems, or in any devices or systems in which a malfunction (including, without limitation, software related delay or failure) would result in foreseeable risk of injury or death to the operator of the device or system, or to others.

THIS STATEMENT OF LIMITED WARRANTY SHALL BE EXCLUSIVELY INTERPRETED IN ACCORDANCE WITH THE ENGLISH LANGUAGE WITH THE MEANING OF ITS TERMS. SHOULD ANY PROVISIONS OF THIS LIMITED WARRANTY BE DECLARED INVALID BY ANY COURT OF COMPETENT JURISDICTION, THE BALANCE OF THIS LIMITED WARRANTY WILL REMAIN IN FULL FORCE AND EFFECT. IN ADDITION SHOULD A TRANSLATION OF THIS LIMITED WARRANTY DEVIATE FROM THE ENGLISH LANGUAGE VERSION, ONLY THE ENGLISH LANGUAGE VERSION SHALL APPLY AND BE BINDING.