



Advanced Limited Warranty Info for Consumer SSD Products

KIOXIA warrants its products to be free from defects in materials and workmanship for a specific length of time from date of purchase. Warranty periods vary by product and are listed in the page below.

This warranty is valid only for the original purchaser of products when purchased from an authorized KIOXIA dealer or retailer. Except where prohibited by law, the warranty is non-transferable. An original sales receipt or legible copy of the receipt is required to establish purchase date and original purchaser.

Discontinued or Unavailable Products

If the OCZ branded product proves defective during the warranty period, KIOXIA will, in its sole discretion: (1) repair the product; (2) refund your original purchase price or the original product's current value, whichever is less; or (3) replace the product with a new or refurbished product with the same or similar features, the value of which is greater than or equal to the original product's current value.

Product of similar function is defined as a product with the same, similar, and/or equivalent specifications, of KIOXIA and/or competitors' product within the territory and/or continent.

PRIVACY DATA

The Product, once directly or indirectly returned to KIOXIA, may be analyzed for quality purposes by KIOXIA or a company that provides components or services for the Product. The returned Product and the data will be destroyed after the analysis.

KIOXIA IS NOT RESPONSIBLE FOR (1) DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR INFORMATION ON THE PRODUCT BEING SERVICED, OR (2) THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY KIOXIA WHEN THE PRODUCT WAS MANUFACTURED.

Always keep a backup copy of the data on your Product before sending it in for repair and remove all confidential, proprietary or personal information.

Warranty Period

The following products belong to the Advanced Warranty Program.

5-Year Warranty

RD400/400A
VX500
VT180
Vector 180

3-Year Warranty

TL100
TR150
Trion 100
Trion 150

The Advanced Warranty Program for TL100, TR150, VX500, RD400/400A is only applicable in the following countries:

Brazil, Canada, Colombia, Costa Rica, Hong Kong, India, Indonesia, Malaysia, Mexico, New Zealand, Philippines, Singapore, South Africa, Sri Lanka, Taiwan, Thailand, and United States.

The Advanced Warranty Program for VT180 is only applicable in the following countries:

Indonesia, Malaysia, New Zealand, Singapore, Thailand, and United States

The Advanced Warranty Program for Vector 180, Trion 100/150 is only applicable in the following countries:

Anguilla, Antigua & Barbuda, Argentina, Australia, Brazil, Canada, Chile, Colombia, Costa Rica, Dominican Republic, Ecuador, El Salvador, Grenada, Guatemala, Haiti, Honduras, Hong Kong, India, Indonesia, Jamaica, Japan, South Korea, Kosrae, Macau, Malaysia, Martinique, Mexico, Montserrat, New Zealand, Nicaragua, Palau, Panama, Paraguay, Peru, Philippines, Puerto Rico, Singapore, Sri Lanka, St. Kitts & Nevis, St. Lucia, St. Vincent & the Grenadines, Suriname, Taiwan, Thailand, Turks & Caicos Islands, United States, Uruguay, Venezuela, and Virgin Islands, US.

Summary of Limitation of Warranty

- Connection to a faulty power source
- Alteration, Modification, Disassembly or unauthorized repair
- Improper use of product
- Normal wear and tear
- User inflicted intentional or accidental damage
- Any other cause not resulting from defects in materials or workmanship

This warranty is void if any manufacturer label or sticker has been removed or altered, or if any counterfeit labels are identified on the product. Any counterfeit products are excluded from warranty and will only be returned at the expense of the sender.

KIOXIA does not intend to sell and KIOXIA Warranty is void for products within or destined to Cuba, Iraq, Iran, Sudan, Syria or North Korea. KIOXIA does not provide technical support, replacements or refurbished product for those products.

Summary of Limitation of Liability

IN NO EVENT SHALL KIOXIA BE LIABLE FOR DAMAGES FOR A BREACH OF WARRANTY IN AN AMOUNT EXCEEDING THE PURCHASE PRICE OF THE PRODUCT. IN NO EVENT SHALL KIOXIA BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR LOSS OF USE. NO KIOXIA EMPLOYEE, DEALER, OR OTHER AGENT IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

Advanced Limited Warranty Agreement

****PLEASE READ THIS LIMITED WARRANTY AGREEMENT ("AGREEMENT") CAREFULLY BEFORE YOU INSTALL AND USE THE OCZ SOLID STATE DRIVE (THE "PRODUCT").****

This Agreement is a binding legal agreement between KIOXIA Corporation ("KIOXIA") and you. BY INSTALLING OR USING THE PRODUCT, YOU ARE AGREEING TO BE BOUND BY THIS AGREEMENT.

As part of our ongoing commitment to excellence for our customers, KIOXIA warrants, for a period of (3) three or (5) five years (dependency of which SSD model, the "Warranty Period") from the date of your purchase of the KIOXIA product (the "Product"), that the Product, under normal use, will be free from material defects in material and workmanship and will conform to KIOXIA's published specifications (this "Limited Warranty"). This Limited Warranty covers only genuine KIOXIA products purchased from KIOXIA or an authorized KIOXIA dealer or retailer; excluded are products that KIOXIA, in KIOXIA's sole discretion, determines are counterfeit or not made by or for KIOXIA. Any counterfeit products are excluded from warranty and will only be returned at the expense of the sender. This Limited Warranty is only for the benefit of the original direct purchaser of the Product from KIOXIA or an authorized KIOXIA dealer or retailer. No warranty is made to any subsequent purchaser or other user of the Product; this Limited Warranty is not transferable. An original sales receipt or valid copy of the receipt is required to establish purchase date and original purchaser. This Limited Warranty covers the Product for warranty service only within the country / region where the Product was originally purchased and only covers Products purchased as new.

Exclusions from Warranty

This Limited Warranty will not apply to, and KIOXIA will have no liability or obligation with respect to, problems or damage resulting from any of the following: (i) accident, modification, neglect, abuse, careless or incorrect handling, misuse or improper operation, disassembly, misapplication or use in unusual physical environments or under operating conditions not approved by KIOXIA (including, but not limited to, use of

the Product with an improper voltage supply); (ii) normal wear and tear; (iii) removal of label(s) or sticker(s) provided on or with the Product (including all warranty or quality-control stickers, product serial or electronic numbers); (iv) problems relating to or residing in non- KIOXIA hardware, software or other items with which the Product is used; (iv) use in an environment, in a manner or for a purpose for which the Product was not designed or not in accordance with KIOXIA's published documentation; (v) installation, modification, alteration or repair by anyone other than KIOXIA or its authorized representatives; (vi) problems that do not relate to materials or workmanship or that have an insignificant impairment on the use or operation of the Product; or (vii) problems related to consumables. (viii) Product purchased "AS-IS" or "with known faults, defects or problems." Additionally, KIOXIA will have no liability or obligation to recover any data in the Product.

Obtaining Warranty Service

STEP 1: Send an email

Request an RMA using the serial number on your OCZ SSD that is backed by the Advanced Warranty Program by sending an email to KAI_SSD_WARRANTY@KIOXIA.COM or request assistance from Tech Support at KAI_SSD_TECHHELP@KIOXIA.COM. Once you have submitted an email request, a representative will contact you shortly within the next business day (excluding holidays and weekends).

STEP 2: Get replacement from KIOXIA

In the event your Advanced Warranty Program-supported SSD is determined to be defective, a pre-paid return label will be issued and a brand new advanced replacement OCZ SSD will be shipped out within the next business day (excluding holidays and weekends). Additional time and information may be requested during troubleshooting to verify claims.

Remedies

If the OCZ branded product proves defective during the warranty period, KIOXIA will, in its sole discretion: (1) repair the product; (2) refund your original purchase price or the original product's current value, whichever is less; or (3) replace the product with a new or refurbished product with the same or similar features, the value of which is greater than or equal to the original product's current value.

The foregoing obligations of KIOXIA are contingent on you, at your own expense, returning to KIOXIA the Product in accordance with KIOXIA's instructions, together with the original purchase receipt or a legible copy.

You acknowledge and agree that (A) repairs or replacements of products may be provided using new or used or refurbished parts, and (B) as a condition to receiving any

replacement, you must return to KIOXIA (or to a location designated by KIOXIA) the Product for which the replacement is requested, and (C) all returned products become KIOXIA's property or the property of KIOXIA's affiliates, as applicable. KIOXIA reserves the right to modify its service options and policies at any time without notice to you.

Shipping Costs

The customer is required to pay shipping and handling to send any product to KIOXIA.

KIOXIA provides free shipping and handling when returning the product to the customer.

Customers outside of Canada, United States, Taiwan, and EU Member States will be responsible for any duties or taxes due on RMA replacement shipments.

No Other Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (A) THE OBLIGATIONS OF KIOXIA SET FORTH HEREIN WILL BE KIOXIA'S SOLE OBLIGATIONS, AND YOUR EXCLUSIVE REMEDY, FOR ANY BREACH OF THIS WARRANTY AND FOR ANY OTHER CLAIM ARISING OUT OF OR RELATING TO THE OPERATION, QUALITY, CONDITION, PERFORMANCE OR DESIGN OF THE PRODUCT, AND (B) THIS WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY KIOXIA AND IS IN LIEU OF, AND KIOXIA HEREBY DISCLAIMS, ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES OF ANY KIND, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY ARISE FROM A COURSE OF CONDUCT, TRADE USAGE OR TRADE PRACTICE. No KIOXIA reseller, agent, or employee is authorized to make any modification, extension, or addition to this Agreement or the warranty provided herein. Some states or other jurisdictions do not allow the exclusion of an implied warranty, so the above limitation may not apply to you.

Limitations of Liability

To the maximum extent permitted by applicable law, KIOXIA's cumulative liability for all losses and damages under this Agreement or in any way relating to the Product, whether arising out of contract, tort (including actions based on negligence, strict liability, and willful and/or intentional conduct), warranty, indemnity, or other theory of liability and whether related to the design, performance, use, defect or failure of a product, will not exceed the net purchase price paid by you to KIOXIA or KIOXIA's authorized dealer or retailer for the specific Product giving rise to the claim for such liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KIOXIA OR ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, COLLATERAL,

EXEMPLARY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, BUSINESS INTERRUPTION OR LOSS OF DATA (DIRECT OR INDIRECT), GOODWILL, REPUTATION, REVENUE, OR PROFITS), EVEN IF KIOXIA OR ANY OF ITS DISTRIBUTORS, RESELLERS OR SUPPLIERS HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, AND WILLFUL AND/OR INTENTIONAL CONDUCT), WARRANTY, INDEMNITY, OR OTHER THEORY OF LIABILITY. Some states or other jurisdictions do not allow limitations of liability, so the above limitations may not apply to you, and you may have other legal rights that vary by jurisdiction.

Miscellaneous

This Agreement can only be modified in writing signed by you and an authorized officer of KIOXIA, except as otherwise provided herein. Should any term of this Agreement, for any reason, be held to be illegal or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement shall continue in full force and effect, and the offending term shall be limited or modified to the extent necessary to make it enforceable.

What Are KIOXIA's Limitations on Liability and Your Rights Under Territorial Law?

No KIOXIA reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Limited Warranty is governed by and construed under the laws of the country in which the Product purchase took place.