

# NEXSAN PRODUCT STANDARD WARRANTY

## HARDWARE WARRANTY

Imation Corp. (Imation) warrants that the hardware portion of its Nexsan-branded products, when properly installed according to Imation's standard documentation and installation guides, will perform materially in accordance with the applicable product specification during its Warranty Period under normal use and service. The Warranty Period begins on date of shipment from Imation to the original purchaser and ends as specified in the Service & Support Datasheet on [www.imation.com](http://www.imation.com). Imation's sole and exclusive obligation under this warranty is to repair or replace, at Imation's option, the nonconforming hardware component.

ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. THE WARRANTY REMEDIES STATED HEREIN ARE EXCLUSIVE. Imation shall not be responsible nor liable for any consequential, indirect or special damages to any party, including but not limited to lost profits, lost savings, lost data and loss of reputation, even if Imation has been advised of the possibility of such damages. It is the original purchaser's sole responsibility to protect against data loss, particularly mission critical data and to properly archive and backup data.

Any Nexsan product warranty shall immediately be null and void if, in Imation's sole judgment, the product has been altered or repaired other than with authorization from Imation and by its approved procedures, has been subject but not limited to misuse, abuse, negligence or accident, force majeure, damaged by excess voltage, damaged in shipment, exposed to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Normal preventative maintenance and wear and tear is the responsibility of the original purchaser and it is therefore not provided by Imation under this warranty.

Imation uses specific drive models, revision levels and specially screened drives to ensure proper operation and reliability of the Nexsan storage devices. Drives not supplied by Imation can cause the storage device to fail or function less than optimally and will therefore, in all cases, cause the warranty to terminate. In addition, some levels of Nexsan firmware may prevent the storage device from recognizing drives not supplied by Imation.

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Certain Imation storage products incorporate Solid State Disk (SSD) drives. SSDs have a maximum usable write life (Endurance Limit). The length of time to reach the Endurance Limit varies depending upon the SSD drive type, system configuration and original purchaser use. Under normal conditions the Endurance Limit will not be reached prior to expiration of the standard Warranty Period. Imation's SSD warranty expires either (i) at the end of the applicable hardware product Warranty Period; OR (ii) when 100% of the SSD Endurance Limit is reached, whichever occurs first. Imation will only replace SSDs under verified failure conditions as determined by Imation technical support. Imation will replace a failed SSD with another having a similar Endurance Limit.

In the event of a product failure during the Warranty Period, Imation technical support may be contacted between 8:00AM and 5:00PM local time (product site location) Monday through Friday, excluding Imation holidays, using the contacts listed here: <http://nexsansupport.imation.com/app/contact>.

## LIMITED SOFTWARE WARRANTY

Imation warrants that the software portion of its Nexsan-branded products, when properly installed according to Imation's standard documentation and installation guides, will perform materially in accordance with the applicable product specification for a period of thirty (30) days after delivery, except for non-material aesthetic aspects. Imation will replace any defective media item, if applicable, within thirty (30) days after delivery. Imation does not warrant that the functions contained in the software will meet any requirements beyond the product specifications, or that the operation of the software will be uninterrupted or error free. Imation makes no representation as to the suitability of software supplied as to fitness for a particular purpose. Imation warrants that it is authorized to grant the license to the Nexsan software to the original purchaser.

Many Imation products include pre-installed software. The hardware portion of these products is sold to original purchaser, but all software is licensed. The license agreement must be accepted as part of product installation. Imation has no obligation to support any product running unauthorized software including but not limited to all processes, applications or scripts not supplied by Imation. In addition, Imation is not responsible to support non-Imation hardware on which standalone Imation software is installed.

Imation will make available free of charge to the original purchaser of the product any software updates and maintenance releases which are issued during the Warranty Period, or contracted support period. These releases are focused on bug fixes and are available upon request from Imation technical support. Software upgrades containing new features are not included in the standard warranty.

#### LIMITED SERVICES WARRANTY

Imation warrants that services provided to the original purchaser will be free from defects in workmanship for a period of thirty (30) calendar days from the date of service. Imation does not warrant, however, that any service deliverables will meet the specific needs of the original purchaser. The only remedy is for Imation to re-perform the service activity.

#### LIMITATION ON WARRANTIES

THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES OF MERCHANTABILITY. IMATION SPECIFICALLY DENIES ANY IMPLIED OR EXPRESS REPRESENTATION THAT: (i) ANY OF THE ITEMS WILL FIT THE ORIGINAL PURCHASER'S REQUIREMENTS; (ii) THE SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR-FREE; OR (iii) IMATION CAN HAVE ALL PROGRAM DEFECTS CORRECTED.

#### IMATION AFFILIATES

Imation may exercise any of its rights and may fulfill any of its obligations under this warranty document through one more affiliated companies, including but not limited to Nexsan Technologies, Inc. and Imation Enterprises Corp.

#### AUSTRALIA LIMITED WARRANTY

If an Imation product is purchased for use in Australia and if the Australian Consumer Law applies, then Imation offers a limited warranty against defects: (i) with respect to hardware products, for the Warranty Period as defined above, (ii) with respect to software products, for 30 days from the license date; and (iii) with respect to Services, for 90 days from the date of service. The hardware product, software product or service will be replaced or refunded at our option. At your cost, deliver the applicable hardware product and/or software product and proof of purchase to Imation at Unit 2, 1 Coronation Ave, Kings Park NSW, Australia 2148 Ph 1800 225 013. For questions contact us at [csanz@imation.com](mailto:csanz@imation.com).

Your benefits under this warranty are in addition to your other rights and remedies under a law in relation to this product. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for 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.

WARRANTY	MODEL	WARRANTY TYPE	STANDARD WARRANTY
	<b>Beast</b>	Hardware	36 months, Basic Advance Replacement
	<b>E-Series</b>	Hardware	36 months, Basic Advance Replacement
	<b>NST4000, 6000</b>	Hardware	36 months, Basic Advance Replacement
		Software	90 days
	<b>NST2000</b>	Hardware	12 months, Basic Advance Replacement
		Software	90 days
	<b>Assureon</b>	Hardware	12 months, Basic Advance Replacement
		Software	90 days