

Warranty Program

SATABoy & SATABeast Service & Support

Warranty General Terms

Nexsan warrants that its Products are free from defects in material and workmanship, and will conform to the applicable Nexsan specifications, under normal use and service, for the applicable warranty period.

Nexsan's sole and exclusive obligations under its warranty are to repair or replace, at Nexsan's option, the nonconforming system or component, or to issue customer a refund for the purchase price of the equipment.

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. Nexsan shall not be responsible or liable for any consequential, indirect or special damages to any party, including lost profits, lost savings, lost data and loss of reputation, even if Nexsan has been advised of the possibility of such damages. Nexsan strongly urges all customers to take precautions to protect against data loss, particularly mission critical data, and to properly archive and backup data.

Any Nexsan warranty shall immediately be null and void if, in Nexsan's sole judgment, the unit has been altered or repaired other than with authorization from Nexsan and by its approved procedures, has been subject to misuse, abuse, negligence or accident, damaged by excess voltage, damaged in shipment, subjected to improper environmental conditions, or had its serial numbers and/or other marking altered, defaced or removed. Nexsan uses specific drive models, revision levels and specially screened drives to ensure the proper operation of the Nexsan array; drives not supplied by Nexsan can cause the array to function less than optimally or not at all and will therefore cause the warranty to terminate.

Normal user preventative maintenance is the responsibility of the Purchaser and is excluded from this warranty.

SATABoy & SATABeast Storage Products

The Nexsan manufactured SATABoy and SATABeast family of products come with a standard three-year, Nexsan standard business day warranty of all Nexsan manufactured components. All warranties begin upon original shipment date from Nexsan. Nexsan will offer advance replacement during the three year period based on availability and acceptable credit terms.

Customers that do not wish to replace defective components can arrange for the entire storage device to be shipped, at customer's expense, to Nexsan for diagnosis and repair or alternatively can request on-site professional services from Nexsan. If professional services are requested a quote will be provided to the customer.

(* Advance replacement is subject to availability. Particular Disk drives are subject to being discontinued by the original equipment manufacturer and long-term availability can be subject to delays)

Escalation Policy

In the event that a support request is exceeding an expected resolution time or complexity then the call will be escalated internally to a level-2 engineer who may at their discretion escalate to engineering (Level-3) if the problem warrants. This determination is made based on historical trends. All escalation events are monitored by Nexsan senior management. Customers can request escalation at any time they believe that the engineer supporting them does not have the ability to resolve.

Phone support

The Technical Services Group is Nexsan Technologies' warranty and customer care program providing world wide support for all Nexsan products under warranty. Customers who require assistance with installation, configuration, warranty or repair of a Nexsan product may contact Nexsan's Technical Support for English language technical support. Basic warranty provides "Nexsan Business hour" support while customers that have purchased a 7x24 support agreement will also be entitled to 24-hour phone support from Nexsan or customers can purchase with a credit card hourly after-hours support for \$250 per hour.

Nexsan Technologies provides regional Support centers in North America, United Kingdom and Central Europe. Nexsan Technical Support Center in the United States can be contacted directly by calling: 760 690-1111 or +44 01332 291600 in the United Kingdom.

Black Hole Policy

A Black Hole policy is required for some customers, primarily governmental, that cannot return a defective disk drive due to the sensitivity of the data (National Security) that was stored on the magnetic media and their respective organizations security policies, which prohibit any electronic storage device to leave the facility. In order to honor drive warranties in accounts such as these, Nexsan has established a Black Hole policy in conjunction with Hitachi, Seagate and Western Digital. Customers having a black hole environment should consider maintaining a local spare for emergency use while the process occurs.

To get a replacement drive a photocopy of the label of the failed drive should to be faxed to the Nexsan support fax 760 745-3503 in the US or +44 01332 291616 in the UK along with company name, contact, phone number and a brief description of the failure and the reason the drive cannot be returned for normal warranty exchange. Once this data is submitted a replacement drive is shipped to the customer. Black hole replacements usually ship within two days of notification.

On-Site Maintenance

Nexsan offers a full line of on-site support agreements. These support agreements are provided by Kodak with service agents and centers world wide. These on-site agreements cover parts and labor. 'Next Business day' or 7x24 on-site maintenance with a 4-hour response is available world wide. This maintenance includes parts and labor and can be dispatched by calling Nexsan support hotline or by calling Kodak. Zone charges do apply. Kodak also provides post-warranty contracts.

On Location Pre-Exchange (“OLPE”)

A program for maximum protection of critical storage devices, this program provides customers with an on-location spares that can include a full chassis or just primary field replaceable units. All OLPE and parts come with a full one-year factory warranty.

RMA PROCEDURES

Requesting a Return Material Authorization (RMA)

1. If a customer believes that a Product does not conform to Nexsan's specification, the customer must notify Nexsan and request an RMA number. The customer must provide details of the non-conformance as reasonably requested by Nexsan.
2. Upon receiving a request for an RMA number, Nexsan will determine whether to issue an RMA, and whether such RMA shall be for the entire system or a field replaceable unit (“FRU”). Nexsan will opt for the return and repair of a FRU, as opposed to an entire unit, whenever possible.
3. In-warranty Products will be repaired or replaced (“RMA Activity”) free of charge. Out-of-warranty RMA Activity will be processed for a fee.
4. For in-warranty Products, Nexsan shall ship an advance replacement system or FRU within three (3) business days. With respect to out-of-warranty products, Nexsan shall have the sole discretion to either provide advance replacement, or to require the return of the system or FRU prior to shipping a repaired system or FRU. Out-of-warranty repairs or replacements will be made in a reasonable period of time.
5. In cases of advance-replacement, if Nexsan does not receive the defective Product or FRU back from the customer within ten (10) days after customer receives the replacement Product or FRU, Nexsan shall notify the customer in writing. If the customer fails to return such Product or FRU within ten (10) days after receiving written notification thereof from Nexsan, then Nexsan may generate an invoice and charge customer the applicable price for the Product or FRU. Further, failure to return Products or FRUs, and failure to pay for the unreturned Product or FRU in a timely fashion, shall terminate Nexsan's obligation to provide advance replacement going forward
6. For in-warranty products, customer shall bear the cost and risk of transporting and insuring nonconforming equipment to Nexsan. Nexsan shall bear the cost of transporting advance replacement equipment to the customer; these costs do not include any duties, taxes or customs fees which must be paid for by the customer. For out-of-warranty products, customer shall bear the cost and risk of transporting equipment both to and from Nexsan. For Dead-On-Arrival (“DOA”) equipment (defined as products that fail within thirty (30) days of Nexsan's original shipment) – Nexsan shall bear the cost of transporting equipment both to and from Nexsan, and Nexsan shall transport replacement products to customer by priority shipment.
7. Customers must return equipment in Nexsan authorized shipping cartons. If such cartons have been discarded, customer must call Nexsan's shipping department for instructions.
8. If a customer wishes to expedite shipment, customer may request to do so at customer's cost, by providing Nexsan with customer's shipping account numbers.

9. In cases where Nexsan suspects that In-Warranty equipment has damage that invalidates Nexsan's warranty terms, Nexsan shall contact the customer and provide the following details:

- i. Nexsan RMA;
- ii. Digital photograph of damage;
- iii. Probable cause of damage;
- iv. Statement confirming damage invalidates warranty and repair is chargeable.

Customer will then choose whether to pay for the repair or replacement, or to have the un-repaired unit shipped back to it and return the advance replaced unit, if applicable.

POST WARRANTY POLICIES

To request post-warranty support (support for products that are no longer covered by the applicable warranty), customers may call Nexsan's support hotline at 760 690-1111 or in Europe at +44 01332 291600 and our support engineers will assist in diagnosing the failure and will recommend a field replacement of the failed component or recommend that the unit be returned to a Nexsan depot for repair. Minimum labor for units returned to our depot is \$500, and that cost will cover diagnostics, inspection and up to 30 minutes of remedial labor. An estimate will be given if the repair costs exceed the \$500 fee prior to work beginning. If the customer chooses to not proceed, there will be no additional charges. Outbound freight will be paid for by Nexsan based on best available rates. Customers can opt to pay any freight uplift at their discretion.

Depot Repair program:

1. 1-year warranty on the repaired system (excluding disk drives).
2. A minimum \$500 inspection + diagnostic fee is required but if the costs exceed that an estimate will be sent for approval before proceeding. The maximum labor rate for Break-fix is \$500, and includes all labor, upgrades to current firmware, shipping and handling for the ATABoy or SATABoy products. The maximum labor rate is \$1,200 for the ATABeast or SATABeast. Shipping charges do not cover any customs or taxes and shipments are made via best reasonably priced shipment at Nexsan's discretion. Priority or overnight shipments are available at customer's cost with the customer's freight account number.
3. Parts will be charged from our part price list.
4. Parts purchased by end-users must be paid for by credit card or, after supplying its most recent financials and banking information, an end-user may apply for credit terms with Nexsan.

Field Parts Replacement:

1. Nexsan support engineers will assist in remote diagnostics and will provide the end-user remedial recommendations.
2. All replacement parts are warranted for one-year from the date of shipment, except disk drives, which are covered by the manufacturer's warranty.
3. Parts will be charged from our parts price list and are shipped FOB Origin. Freight and insurance in both directions are the responsibility of the customer.

Technology Refresh:

1. Refresh your older systems to the latest technology from Nexsan.
2. Nexsan offers very competitive trade-in programs. Call 866-4-NEXSAN and tell them you want to trade up.
3. Upgrade systems can ship directly to end-user sites and suitable packaging for the older system will also be shipped to provide packaging for product return.

*Note: All prices given in USD, European or UK orders are in GBP or Euros.