

WARRANTY

1 Warranty Policy

Gigastone provides replacement or repair service to our customers for defective products within the applicable warranty period.

See <http://www.gigastone.com.tw> for details.

2 Limitation of Warranty

Please note Gigastone is not responsible for providing free repairs if the product defect is caused by any of the following factors:

- (1) Damage caused by natural calamity or any inappropriate usage.
- (2) Product has been repaired or taken apart by unauthorized technicians.
- (3) The warranty label is alerted, damaged or missing.
- (4) Product serial number does not confirm to our original system or the label has been damaged.
- (5) Products purchased from unauthorized agents.
- (6) The limited warranty covers only repairs or replacement of Gigastone products.

Gigastone is not liable for any loss of data or any cost incurred from determining the source of system problems, removing, servicing or installing Gigastone products.

3 Disclaimer

- (1) The warranty Gigastone provides on Gigastone products ("products") is limited to repair and replacement of in-warranty products, exclusive of data recovery and back up. Gigastone shall not be liable for any damage and/or loss of data stored in products.
- (2) Gigastone shall in no event be liable for any defect, damage or data lost occurred during the delivery of in-warranty products. Prior to claiming warranty service, Gigastone recommends that you have a backup of your data and remove your data from in-warranty products.
- (3) In no event shall Gigastone be liable under this statement for loss of profit, loss of anticipated saving, loss of data, or indirect, incidental or consequential losses or damages to the extent that those losses or damages can be disclaimed by law
- (4) Since Gigastone products are not designed for high-safety applications, Gigastone does not recommend applying the products in life support systems or other equipment which may lead to personal injury or death if such equipment are defective or have a breakdown, including but not limited to medical or medical-related equipment, military or military-related equipment, aircraft, traffic control equipment, disaster prevention systems, combustion control system and nuclear energy system. Gigastone shall not be liable for any personal injury or death or any loss or damages to property arising from

such kind of application.

This warranty is solely and entirely on the products and supersedes all other warranties and representations, whether in oral or written, between you and Gigastone. Gigastone makes no other warranties, including any warranty of merchantability or fitness for a particular purpose, whether expressly or implied. In the event that the law of certain country/region stipulates a maximum warranty period on products, Gigastone will, in such country/region, with respect to the products, provide technical support and warranty service to local consumers in accordance with such stipulation.

In the event that the law of certain country/region prohibits the exclusion of implied warranty, Gigastone shall, in such country/region, only be liable for the implied warranty on the products during Gigastone's expressed warranty period.

4 Customer eligible for warranty service.

Gigastone warranty policy applies to all customers who purchased Gigastone products through authorized agents.

5 Duration of Warranty

Smart Box series products are covered by one-year warranty.

NOTE: Please note that after Gigastone issues a product's "END-OF-LINE" (E.O.L) notice, Gigastone will offer a comparable substitute product instead of repairing the item under warranty. Please visit Gigastone Legacy Products.

6 Additional Remark

(1) Gigastone under no circumstance will be responsible for the information or data stored in the Gigastone products claimed by warranty.

Gigastone recommends for customer to do a data back up in advance before sending their products for warranty service.

(2) Some products may require the use of non-original replacement parts during maintenance and repair, so the final repaired products may contain non-original components.

(3) In the event of a warranty request for a product that has been discontinued or is no longer serviced, Gigastone will, at its discretion, offer a comparable substitute product instead of repairing the item under warranty.

(4) When the customers are returning authorized products to Gigastone they are responsible for one way transportation cost and insurance. Gigastone will cover one way transportation cost for those materials under warranty when returning back to customer. However, all related cost for nationalization is customers' responsibility.

7 RMA Information

For RMA needs, please contact the local reseller where the purchase was made for help or Gigastone can provide RMA service from corporate headquarters.. Please refer to <http://www.gigastone.com.tw> for detailed information.

Gigastone

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