



KIOXIA Manufacturer's Warranty Statement for Memory Products

Update as of 1 April 2020

1. General

In addition to statutory warranty rights which the Consumer may have against its seller because of a defective product KIOXIA Europe GmbH ("KIOXIA") offers to Consumers who have purchased Memory Products the manufacturer's warranty as set forth below ("Warranty Statement").

This Warranty Statement applies without prejudice to any mandatory statutory liability laws such as product liability law, liability in case of intent / gross negligence or because of injury to life, body and health.

"Memory Product" shall mean for the purposes of this Warranty Statement any product listed on the following website [link: KIOXIA Corporation Product List restricted to relevant products only].

"Consumer" shall mean for the purposes of this Warranty Statement any natural person who is the owner of a Memory Product and who has bought the Memory Product for purposes of his private (non-commercial) use and who has used it for his private (non-commercial) purposes.

2. Scope

This Warranty Statement applies to Memory Products purchased from 2 November 2018 by Consumers in the geographical area of Europe, in a member state of the Commonwealth of Independent States (CIS), Turkey and Israel (altogether "Territory"). However, it does not apply to so called 'parallel imports', i.e. to Memory Products where the first import into the Territory was done by another party than KIOXIA. KIOXIA reserves the right to determine whether or not a Memory Product is a parallel import.

3. Manufacturer's warranty and manufacturer's warranty period

3.1 KIOXIA warrants to Consumers that Memory Products are

- i) free from material defects in manufacture and workmanship, and
- ii) comply with the product specifications published by KIOXIA Corporation under <https://personal.kioxia.com/>.

3.2 The warranty period of a Memory Product is either three (3) or five (5) years from the date of Consumer's purchase of the Memory Product, which depends on the respective type of Memory Product. Your original purchase invoice (sales receipt), showing the date of purchase,



model number and serial number of the Memory Product, is your proof of the date of purchase.

3.3 The warranty period of a replacement product is thirty (30) days from the date of replacement or the remainder of the original warranty period of the replaced Memory Product, whichever is longer.

3.4 Claims based on this warranty outside the warranty period will not be accepted.

4. Exclusion of Warranty

This Manufacturer's Warranty Statement does not apply

4.1 if the Consumer uses or otherwise makes available the Memory Product for any equipment or system that requires extraordinarily high levels of quality and/or reliability, and/or a malfunction or failure of which may cause loss of human life, bodily injury, serious property damage and/or serious public impact ("Unintended Use"). Please make sure that Consumer do not use or otherwise make available the Memory Product for Unintended Use. In case of doubt, whether a certain use is to be classified under the description above as Unintended Use is up to KIOXIA. Except for specific applications as expressly stated in this Warranty Statement, Unintended Use includes, without limitation, equipment used in nuclear facilities, equipment used in the aerospace industry, lifesaving and/or life supporting medical equipment, equipment used for automobiles, trains, ships and other transportation, traffic signaling equipment, equipment used to control combustions or explosions, military equipment and safety devices;

4.2 to failure or damage caused by or in connection with the following uses, applications or devices except such specific uses, applications or devices that are expressly stated by KIOXIA:

(i) continuous recording devices such as in-car recording devices, dashboard cameras, black box cameras, security/surveillance cameras; and continuous data logging devices and services,

(ii) display devices that loop audio, image or video such as digital signage,

(iii) uses as components incorporated into or containing in a devices or equipment by any individuals or entities other than KIOXIA group companies,

(iv) industrial uses, or

(v) any other uses in a device or equipment exceeding the usage conditions specified in the manual for the devices or equipment;

4.3 if the Consumer cannot show the part number of the Memory Product or cannot present proof of purchase of the Memory Product by way of presenting the sales receipt;



- 4.4 if the purchase date or the part number of the Memory Product has been falsified;
- 4.5 to a product that cannot be identified as a Memory Product;
- 4.6 to failure or damage caused by physical damage due to Consumer's improper handling or storage of the Memory Product;
- 4.7 to failure or damage caused by abuse, misuse, alternations, modifications or repair by the Consumer or an unauthorized third party;
- 4.8 to failure or damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause, like fire, salt, gas, earthquake, lightning, wind, hurricane, typhoon, flood, other natural disasters, condensation, surge, abnormal voltages, any other external causes, or use of the Memory Product outside the operating environments;
- 4.9 to normal wear and tear including but not limited to scratches, dents or damage on coatings, platings or plastic of the Memory Product; or
- 4.10 to uses in or with devices on which a manufacturer's warranty is typically void or not available/offered, such as scratch-built, home-built or self-made devices; or
- 4.11 to damage caused by any other events not attributable to KIOXIA.

5. Consequences of a manufacturer's warranty case and exclusion of liability

5.1 KIOXIA's obligation under this warranty is limited to, in KIOXIA's sole and exclusive discretion, repair or replacement of the respective Memory Product that is covered by this warranty. In the event that the respective Memory Product is no longer available, KIOXIA may either refund the current value of the Memory Product or, in KIOXIA's sole and exclusive discretion, replace it with a comparable Memory Product. The comparability of a replaced Memory Product is determined by KIOXIA.

5.2 KIOXIA shall not be liable for any loss or damage of a material or immaterial nature, such as loss of profits, loss of data, or unavailability of the Memory Product or related components, whether direct, indirect, consequential, incidental, or punitive, arising under this warranty of these Memory Products or otherwise, e.g. such as, but not limited to, damage to or loss of software programs or other data carriers or virus attacks.

6. Claim Process

To make a manufacturer's warranty claim, the Consumer must contact KIOXIA's customer service (the contact details of KIOXIA's customer service center are available under the following link: <https://personal.kioxia.com/support/contact/>). When making the claim the Consumer must provide proof of purchase and the part number labeled on the Memory Product itself or on its packaging.



KIOXIA's customer service will ship the replacement product to the Consumer after customer service receives the returned Memory Product from the Consumer and upon confirmation that all conditions for a valid warranty claim of the Consumer are fulfilled.

7. Data and other content left in the Memory Product

KIOXIA shall not be liable for any Consumer property that has not been removed from the Memory Product (e.g. cables, adapters or stored media and content).

It is the sole responsibility of the Consumer to back up and protect all data stored on the Memory Product from loss (e.g. by regular back-ups). KIOXIA shall not be liable for any loss of such data or content.

Restoring data is not part of this manufacturer's warranty and is not part of the Memory Product replacement.

8. Governing law, place of jurisdiction

As far as permitted by applicable law at the Consumer's domicile, the following shall apply in terms of the governing law and the place of jurisdiction:

8.1 The terms and conditions of this Warranty Statement shall be subject to and construed in accordance with the laws of Germany. The application of conflict of law provisions is excluded. Furthermore, the application of the U.N. Convention on Contracts for the International Sale of Goods is explicitly excluded.

8.2 KIOXIA's legal domicile shall be the place of jurisdiction for all disputes arising in context with this Warranty Statement.