

# Sonnet Technologies Limited Warranty

## WARRANTY COVERAGE

Sonnet's warranty obligations are limited to the terms set forth below: Sonnet, as defined below, warrants Sonnet-branded hardware products against defects in materials and workmanship under normal use to the original end-user purchaser for the Warranty Period. If a hardware defect arises and a valid claim is received within the Warranty Period, at its option, Sonnet will either (1) repair the hardware defect at no charge, using new or refurbished replacement parts, or (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product. Sonnet may request that you replace defective parts with new or refurbished user-installable parts that Sonnet provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by Sonnet, assumes the remaining warranty of the original product or thirty (30) days from the date of replacement or repair, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes Sonnet's property. Parts provided by Sonnet in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to Sonnet and becomes Sonnet's property.

## WARRANTY PERIOD

Fusion Fibre Storage Products

Five Years

Fusion Storage Products (except Fibre) with removable 3.5" drives, purchased on or after January 1, 2010

Five Years

Fusion Storage Products (except Fibre) with removable 3.5" drives, purchased on or before December 31, 2009

Two Years

Sonnet Pro SATA Controllers (Tempo SATA E4P, X4P, Pro ExpressCard/34) purchased on or after January 1, 2010

Five Years

Sonnet Pro SATA Controllers (Tempo SATA E4P, X4P, Pro ExpressCard/34) purchased on or before December 31, 2009

Two Years

Fusion F2, Fusion F3, Sonnet Qio

Two Years

All other new Sonnet Products

One Year

Refurbished Fusion Products purchased on or after April 15, 2010

One Year

Refurbished Fusion Products purchased on or before April 14, 2010

Two Years

## EXCLUSIONS AND LIMITATIONS

Sonnet does not warrant that the operation of the product will be uninterrupted or error-free. Sonnet is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-Sonnet products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by Sonnet; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Sonnet or an Sonnet Authorized Service Provider; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of Sonnet; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any Sonnet serial number has been removed or defaced.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SONNET SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SONNET CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SONNET IN ITS SOLE DISCRETION. No Sonnet reseller, agent, or employee is authorized to make any modification, extension or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, SONNET IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH SONNET PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. SONNET DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

## CONSUMER PROTECTION LAWS

FOR CONSUMERS WHO ARE COVERED BY CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR COUNTRY OF PURCHASE, OR, IF DIFFERENT, THEIR COUNTRY OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS. Some countries, states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary by country, state or province.

This Limited Warranty is governed by and construed under the laws of the country in which the product purchase took place. Sonnet, the warrantor under this Limited Warranty, is identified at the end of this document according to the country or region in which the product purchase took place.

If your product is capable of storing data or software programs, you should make periodic backup copies of the data and programs contained on the product's hard drive(s) or other storage media to protect your data and as a precaution against possible operational failures. Sonnet and its Authorized Service Providers are not liable for any damage to or loss of any programs, data, or other information stored on any media, or any non-Sonnet product or part not covered by this warranty. Recovery and reinstallation of system and application software and user data are not covered under this Limited Warranty.

## OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred to in the documentation accompanying this hardware product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the Sonnet representatives or, if applicable, an Sonnet Authorized Service Provider located using the information provided in the documentation. An Sonnet representative or Sonnet Authorized Service Provider will help determine whether your product requires service and, if it does, will inform you how Sonnet will provide it. Sonnet or its Sonnet Authorized Service Providers will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law. You may be responsible for shipping charges. In accordance with applicable law, Sonnet may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.

Before you deliver your product for warranty service it is your responsibility to keep a separate backup copy of the system software, application software and data, and disable any security passwords. You will be responsible for reinstalling all such software, data and passwords. Sonnet and its Authorized Service Providers are not liable for any damage to or loss of any programs, data, or other information stored on any media delivered for warranty service.

For warranty periods over three years, you will be responsible for shipping charges to and from Sonnet USA, or Sonnet's designee.