

Warranty Statement for all Hard Drives - 9/95

Obtaining Service

Western Digital Corporation (“WDC”) offers services under the terms of its limited warranty for Products that are within the warranty period as well as those that are outside the period. If this Product ever requires maintenance, either contact the dealer from whom you originally purchased the Product or telephone WDC’s Technical Support Department.

No Product may be returned directly to WDC without first contacting our Technical Support Department at (714) 932-4900 or at (800) 275-4932. If it is determined that the Product may be defective, you will be given a Return Material Authorization (“RMA”) number and instructions for Product return. An unauthorized return, i.e., one for which an RMA number has not been issued, will be returned to you at your expense. Authorized returns are to be shipped prepaid and insured to the address on the RMA and are to be packaged securely to prevent damages. In order to conclusively establish the period of warranty, an original purchase receipt must accompany the returned Product.

The normal intended use of the Product is as computer peripheral equipment in accordance with the standards published by WDC or generally accepted in the industry. WDC shall have no liability with respect to data lost, regardless of the cause, or data contained in any Product placed in its possession.

Limited Warranty

WDC warrants that the Product, in the course of its normal use, will be free from defects in material and workmanship and will conform to WDC’s specification therefor. This limited warranty shall extend for a period of three (3) years and shall commence on the latter of the date appearing in coded format on the Product label or the purchase date appearing on your purchase receipt.

NOTE: WDC shall have no liability for any Product returned if WDC determines that the asserted defect a) is not present, b) cannot reasonably be rectified because of damage occurring before WDC receives the Product, or c) is attributable to misuse, improper installation, alteration (including removing or obliterating labels), accident or mishandling while in your possession.

Subject to the limitations specified above as well as in the NOTE, your sole and exclusive warranty shall be, during the period of warranty specified above and at WDC’s option, the repair or replacement of the Product. The foregoing warranty of WDC shall extend to repaired or replaced Products for the balance of the applicable period of the original warranty or thirty (30) days from the date of shipment of a repaired or replaced Product, whichever is longer.

THE FOREGOING LIMITED WARRANTY IS WDC’S SOLE WARRANTY AND IS APPLICABLE ONLY TO PRODUCTS SOLD AS NEW. THE REMEDIES PROVIDED HEREIN ARE IN LIEU OF a) ANY AND ALL OTHER REMEDIES AND WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND b) ANY AND ALL OBLIGATIONS AND LIABILITIES OF WDC FOR DAMAGES INCLUDING, BUT NOT LIMITED TO ACCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, OR ANY FINANCIAL LOSS, LOST PROFITS OR EXPENSES, ARISING OUT OF OR IN CONNECTION WITH THE PURCHASE, USE OR PERFORMANCE OF THE PRODUCT, EVEN IF WDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WDC's maximum liability and your maximum recovery for any claim arising out of or in connection with the purchase, use or performance of the Product shall not in the aggregate exceed the actual purchase price paid for the Product.

In the United States, some states do not allow exclusion or limitations of incidental or consequential damages, so the limitations above may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.