

# Warranty Policy

v. 4.0

MemxPro Inc. (hereinafter referred to "MemxPro") guarantees that all MemxPro products undergo strenuous quality control tests to be free from defects in materials and workmanship before delivery. Subject to the conditions and limitations detailed below, MemxPro will provide a repair service or replacement for any defective product by reason of improper workmanship or materials within the applicable warranty period.

## A. Warranty Duration

Product Type	Duration
All DRAM Products Series	Lifetime
StrongTLC Product Series	8 years
SLC & StrongMLC Product Series	7 years
MLC & TLC Product Series	4 years
All Accessories (Adapters and Power Cables, etc.)	1 year

To use the warranty service, customer must contact the MemxPro sales team first. Once the sales team has replied, customer needs to return the defective product in a freight-prepaid and insured package to the address assigned by MemxPro. Please include product identification information, including model number and serial number (if applicable) with a detailed description of the problem you are experiencing. MemxPro will provide free repairs and inspect in-warranty products. (Note: The free of charge repair is limited to the damage caused by non-human negligence only.)

## B. Warranty Scope

1. Your MemxPro product is covered by this warranty under the specified warranty period starting from the invoice date of original purchase. Proof of the invoice date is required. If you cannot provide the proof of the invoice date, the warranty period would start from the date of manufacture.
2. If the product was serviced out of the original warranty period, MemxPro will charge freight and maintenance fees and the serviced device will have an additional half year warranty.
3. This warranty shall not apply to the transferees of MemxPro products and/or anyone who stands to profit from this warranty without MemxPro's prior written authorization.

## C. Repair and Replacement Guide

Repaired parts or replacement products will be provided by MemxPro on an exchange basis, and will be either new or refurbished to be functionally equivalent to new.

## D. Limitation of Warranty

THE WARRANTY **DOES NOT COVER** THE FOLLOWING CIRCUMSTANCES:

1. Any improper action caused the product to go beyond the maximum erase count life expectancy. The series of SLC-based products: over 60,000 times. The series of StrongTLC -based products: over 40,000 times. The series of StrongMLC-based products: over 20,000 times. The series of MLC products: over 3,000 times. The series of industrial 10K P/E cycle TLC products: over 10,000 times. The erase count numbers are indicated by MemxPro's mSMART software.
2. Manufactured products were abused, mishandled and inaccurately maintained with a failure to follow the MemxPro's product manual or instructions.
3. The defect is due to superior force, force majeure or causes which in any case cannot be attributed to the actions or negligence on the part of the distributor or manufacturer, such as, fire, flood, lightning strikes, and typhoon etc. Actions of intent, such as bumping, hammering or other abnormal use by exposure to improper environments such as extreme temperatures and high humidity etc.
4. The defect results from abnormal mechanical or environmental conduction such as electronic and electromagnetic pressure and interference, unstable or misused power supply, lightning and static electricity, flames, or other acts of nature etc.
5. The defect is caused by unauthorized installation, modification, coating, repair and disassembly.
6. The defect is caused by a computer virus or virus removal.
7. The defect or loss incurred in transportation of the product to MemxPro for repair.
8. The malfunctions caused by exposure to improper environments of the specified device, including but not limited to high temperature, high humidity.

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9. The defect is caused by any research or development usage or professional testing/examination.
10. Product has been altered or its label of the serial number has been torn off.
11. Products before the mass production stage, i.e. engineering samples.
12. Loss of data/software stored or installed in manufactured products, including returned units.

## E. DOA/RMA Policy

1. DOA (Defect on Arrival): A MemxPro manufactured product is considered DOA if it shows symptoms of a hardware failure preventing basic operability upon its first use out of box within 30 calendar days of the invoice date.
2. RMA (Returned Material Authorization): Products found to be defective within warranty period are eligible for RMA returns under the terms of the MemxPro warranty statement.
3. If you believe that your product may be DOA/RMA please contact MemxPro Sales Department regarding the detail of the defect to obtain a DOA/RMA number. MemxPro Sales Department needs to receive the DOA/RMA product within 30 calendar days from the RMA number issue date.
4. All DOA/RMA returns must be sent in its original packaging to MemxPro with all the accessories and the proof of purchase documentation. The DOA/RMA identification number needs to attach to the box(es) you are returning.
5. Products that have been in use beyond the DOA period will only be repaired under the terms of the MemxPro warranty statement.
6. MemxPro shall repair the unit(s) within 7 working days of receiving of the returned item(s). Turnaround times may vary upon the quantity of products received. Customer will be notified if service will take longer than 7 working days. A maintenance offer will be provided to customer. The decision of acceptance or rejection must be received within 14 working days, or such maintenance offer shall be deemed waived.
7. DOA/RMA requests will be rejected if the product was found damaged due to unauthorized modification, misuse, or mishandling on the customer side. (For details, please see the previous item on Limitation of Warranty statement.)

## F. Product Change / End of Life Cycle

1. MemxPro provides a 3-month prior notice of the last buy day when the affected product can be ordered. Modifications can include replacement of essential components, product enhancements, etc.
2. Customers can continue to place orders for these products after receiving the Product Change Notice (PCN) or Product End Of Life (EOL) notice of the item. MemxPro will not accept any orders placed after the last buy date.
3. In the situation of a warranty request is made for a discontinued product that is not available for replacement or repair, MemxPro will provide a comparable substitution.

## G. Disclaimer

1. MemxPro does not warrant, and shall not be responsible for any loss of data/software stored or installed in any manufactured product, including returned units.
2. MemxPro shall not be liable for any personal injury or death or any loss or damages to property arising from the product used in a situation in which personal injury or death is likely to occur, including but not limited to medical or medical-related equipment, military or military-related equipment, aircraft, traffic control equipment, disaster prevention systems, combustion control systems, and nuclear energy systems.

## H. Additional Statement

The above terms of warranty constitute the entire warranty policy of the company and cover all other agreements, whether oral or written.