



# HIGHLY RELIABLE SYSTEMS

*"Making Backup Invisible"*

## **WARRANTY COVERAGE**

Highly Reliable Systems warranty obligations for the High-Rely products are limited to the terms set forth below:

Highly Reliable Systems (HRS) warrants the High-Rely product against defects in materials and workmanship for a period of thirty-six (36) months from the date of original purchase ("Warranty Period").

If a defect arises and a valid claim is received by Highly Reliable Systems within the Warranty Period, at its option, Highly Reliable Systems will (1) repair the product at no charge, using new or refurbished replacement parts, (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, (4) will advance replace defective product. Highly Reliable Systems will pay to advance replace the defective part to you (US address only). We will also include a UPS return shipping tag with each replacement part for your use in returning the replaced part to us. Return/replacement products will be returned via prepaid **GROUND SHIPPING**.

If a defect arises and a valid claim is received by Highly Reliable Systems after the first one hundred and eighty (180) days of the Warranty Period, shipping and handling charge will apply to any repair or exchange of the product undertaken by Highly Reliable Systems.

**Our facility will advance replace all defective parts or products with this warranty. This warranty includes return prepaid GROUND shipping.**

Highly Reliable Systems warrants replacement products or parts provided under this warranty against defects in materials and workmanship from the date of the replacement or repair for ninety (90) days or for the remaining portion of the original product's warranty, whichever provides longer coverage for you. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes HRS property. When a refund is given, your product becomes HRS property.

## **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to the HRS products manufactured by or for Highly Reliable Systems that can be identified by the High-Rely trademark, trade name, or logo affixed to it. This Limited Warranty does not apply to any non-Highly Reliable Systems hardware product or any software, even if packaged or sold with the High-Rely product. Non-Highly Reliable Systems manufacturers, suppliers, or publishers may provide a separate warranty for their own products packaged with the High-Rely product.

Software distributed by Highly Reliable Systems under the High-Rely brand name is not covered under this Limited Warranty. Refer to HRS's Software License Agreement for more information.

Highly Reliable Systems is not liable for any damage to or loss of any programs, data, or other information stored on any media contained within the High-Rely product, or any non-Highly Reliable Systems product or part not covered by this warranty. Recovery or reinstallation of programs, data or other information is not covered under this Limited Warranty.



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This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication, or non-Highly Reliable Systems products; (b) to damage caused by service performed by anyone other than HRS; (c) to a product or a part that has been modified without the written permission of HRS; or (d) if any Highly Reliable Systems serial number has been removed or defaced.

Highly Reliable Systems' products are intended as backup (secondary storage), in which multiple backup media are used to provide additional protection against data loss on primary storage. No system can guarantee against data loss. Highly Reliable Systems is in no way liable for the cost of lost data, loss of business operations, recovery of data, or any other related expenses.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. HIGHLY RELIABLE SYSTEMS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF HIGHLY RELIABLE SYSTEMS CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE EXTENT POSSIBLE ANY CLAIMS UNDER SUCH IMPLIED WARRANTIES SHALL EXPIRE ON EXPIRATION OF THE WARRANTY PERIOD. NO HIGHLY RELIABLE SYSTEMS RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, HIGHLY RELIABLE SYSTEMS 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 ANY COSTS OF RECOVERING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE HIGHLY RELIABLE SYSTEMS PRODUCT, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. HIGHLY RELIABLE SYSTEMS SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

FOR CONSUMERS WHO HAVE THE BENEFIT OF 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. TO THE EXTENT THAT LIABILITY UNDER SUCH CONSUMER PROTECTION LAWS AND REGULATIONS MAY BE LIMITED, HRS'S LIABILITY IS LIMITED, AT ITS SOLE OPTION TO REPLACEMENT OR REPAIR OF THE PRODUCT OR SUPPLY OF THE REPAIR SERVICE AGAIN.

## **OBTAINING WARRANTY SERVICE**

Please review the online help resources referred to in the accompanying documentation before seeking warranty service. If the product is still not functioning properly after making use of these resources, access the online website: [www.High-Rely.com](http://www.High-Rely.com) for instructions on how to obtain warranty service.

**Note: Before you deliver your product for warranty service it is your responsibility to backup all data, including all software programs. You will be responsible for reinstalling all data. Data recovery is not included in the warranty service and Highly Reliable Systems is not responsible for data that may be lost or damaged during transit or a repair.**