

*Note: Before you deliver your product for warranty service, it is your responsibility to backup all data, including all software programs. Always assume your product will come back reformatted with no data. Data recovery is not included in the warranty service and Highly Reliable Systems is not responsible for damage to the product or data loss during transit or a repair. Please remove ALL private or sensitive data prior to shipment.*

#### **Highly Reliable Systems 12 Month Limited Hardware Standard Warranty Statement of Coverage**

This statement of coverage is for Network Attached Storage (NAS) and Direct Attached Storage (DAS) devices built and sold by Highly Reliable Systems, Inc. (HRS) and their accessories purchased from HRS.

**Limited 12 Month Hardware Standard Warranty:** Telephone support is not included with our 12 month standard hardware warranty. The 12 months starts from the ship date of the item from HRS. Warranty/Repair items need to be shipped to HRS facilities for warranty work to be completed. It is the responsibility of the customer to ship the item to the HRS facility and make certain that it is packaged and insured properly as HRS will not cover damage done to a unit while in transit to its facility (See **Shipping Policy**). Within the warranty period, HRS (at its sole discretion) will repair or replace the product at no charge, using new or refurbished parts, or replace it with similar or better product. In exceptional case considering cost and expediency, we may send out repair parts that will allow the reseller or customer to make a repair in the field. In these cases, the **Advance Replacement Policy** (see below) will apply and a credit card will be required to guarantee the return of defective parts within 30 days. In all cases, HRS is not responsible for any costs or losses claimed or incurred by other parties.

**Obtaining Warranty Service:** Please review the online help resources and the product documentation before seeking warranty service available from our website [www.high-rely.com](http://www.high-rely.com). If the product is still not functioning properly after consulting the website and the manual, call your reseller for support and/or warranty repair. All returns must be authorized by HRS in advance. It is the customer, reseller, or distributor's responsibility to call for an "RMA" (Return Merchandise Authorization) number prior to shipping any product back for service. Without the accompanying serial number for the device or part to be serviced, we cannot issue an RMA number. Please have it available prior to contacting HRS Support. Products arriving without a valid RMA Number will be rejected at our shipping dock.

**Contact for Warranty and Support:** [Online Support Request](#).

**DOA Policy:** At HRS's sole discretion, within 30 days of the original purchase from HRS, we will provide Advance Replacement service of defective parts or products. A credit card or NET account is required to secure the Advance Replaced unit and/or part. Please see the **Advance Replacement Policy** below.

**Advanced Replacement Policy:** Advance Replacement is not included with this warranty except in the case of a unit or part that is considered to be DOA (See DOA Policy above). For this reason, it is recommended that purchasers of HRS equipment also purchase the supplemental Dynamic Support contract (see the separate **Dynamic Support** policy for coverage details). Advance Replacement of a unit or part that is within the 12 month period but outside of the DOA period is at the sole discretion of HRS, and may be subject to a monetary fee (See Advanced Replacement Fee below).

**Advanced Replacement Fee (ARF):** Customers who have not purchased a Dynamic Support Contract who request Advance Replacement service (after the 30 day courtesy DOE period) can pay a "per incident" Advance Replacement Fee (ARF) equal to 10% of the MSRP for the item being requested (i.e. \$3000 unit = \$300 AR Fee). The AR fee covers the cost of shipping and insurance to a customer as well as the return shipping cost per HRS's chosen shipping method. A credit card or NET account is required to secure the Advance Replaced unit and/or part.

**Shipping Policy:** The costs of shipping any equipment back to HRS (including any/all taxes and duties), is the responsibility of the customer. An adequate box and packaging materials must be used to prevent damage during shipment. The original box should be used if possible. The customer will be responsible for any damage during transport and should always insure the returned equipment with the shipper for the full retail value. HRS will not repair items damaged during shipping as part of this warranty. Once an in-warranty item has been repaired by HRS, it will be shipped back to a previously specified address via our standard shipping services. The shipping fees for this return are covered by HRS. In the case of out of warranty items all shipping costs to and from HRS is the responsibility of the customer. If expedited service (Overnight or 2<sup>nd</sup> Day Air) is required then the shipping method can be upgraded for the additional expense beyond HRS's standard shipping service. For example: Ground service is \$25.00 whereas Overnight is \$100.00. Thus, shipping fee charged is \$75.00.

**Repair Time:** The Manufacturer will attempt to perform repairs within a reasonable time period (usually 72 business hours). We use the first in first out (FIFO) method. Should there be any exceptions to this policy the customer will be notified.

**Warranty on Repaired Items:** HRS warrants replacement products or parts provided under this warranty against defects in materials and workmanship for the remaining portion of the original product's warranty. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes property of HRS. Warranty Repair does NOT extend the original warranty, even if brand new parts are used during the repair.

**Exclusions and Limitations:** HRS's sole liability is to the function of the item within its warranty period and terms. We will not refund money, compensate the customer, or pay for labor (3<sup>rd</sup> party or otherwise) or cover fees of any sort for any reason. We are not responsible for lost, corrupted or compromised data, customer down time, or other liabilities. We ask that you always delete or "scrub" private or sensitive customer data on returned hard drives as we offer no protection for such in or out of our facility.

This warranty does not apply: (a) to damage caused by accident, abuse, misuse, misapplication; (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) any product in which the HRS serial number has been removed or defaced.

Highly Reliable Systems' products are intended as backup (secondary or near-line storage), in which multiple backup media are used to provide additional protection against data loss on primary storage. It should not be used for primary server storage, independent of whether mirroring or other RAID functionality is used. No system can guarantee against data loss.

This Limited Warranty applies only to Highly Reliable Systems, Inc. (HRS) products manufactured by us (identified by HRS logo, trade name, or logo affixed to it). This Limited Warranty does not apply to any non-HRS hardware product or any software, even if packaged or sold with the HRS product (including hard drives that were purchased independently of HRS). Other manufacturers, suppliers, or publishers may provide a separate warranty for their own products packaged with HRS's product.

Software distributed by HRS is not covered under this Limited Warranty. Technical support is not included and may be charged separately.

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. HRS specifically disclaims any and all implied warranties, including, without limitation warranties of merchantability and fitness for a particular purpose. If HRS cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on the expiration of the warranty period. No HRS reseller, agent, or employee is authorized to make any modification, extension or addition to this warranty.

To the maximum extent permitted by law, HRS 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 data stored or used with their product, and any failure to maintain the confidentiality of data stored on the product. HRS states clearly that it will not 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 the replacement of the product or supply of the repair service.

**Out of Warranty Repairs:**

Out of warranty repairs are available for **most** out of warranty units and or parts. The costs of repairs are labor + parts + shipping. Labor rates are \$125.00/hour (1 hour minimum). If an out of warranty repair is requested a preliminary quote will be given to the customer to authorize. Should additional parts or labor be needed beyond the original quote HRS will contact the customer for additional authorization and explanation as to why. All repaired out of warranty units will be granted a 90 day limited warranty from the date shipped to the customer.

The customer is responsible for shipping costs of out of warranty items in both directions. Please see the **Shipping Policy** for additional information regarding the customer's responsibilities.