

## Warranty

### **KIOXIA Warranty for Memory Products**

KIOXIA's memory products (USB Flash Drives and SD Cards) are warranted against defect in materials for either up to five or up to three years from the date of purchase with a manufacturer's warranty, which depends on the respective memory product. Please note that, If you bought the KIOXIA memory product from a shop, then statutory warranty claims can only be made with the shop which sold you the product. Please contact the shop for information on the repair procedure.

### **Statement for Appropriate Purchase of KIOXIA Products**

#### **Parallel Imports**

Please be aware that there may be cases where parallel imports of KIOXIA products shipped to countries or regions outside of the destinations intended by KIOXIA ("Parallel Imports") are marketed. Such Parallel Imports are not covered under manufacturer's warranty by KIOXIA. Please contact the dealer or retailer from which you have purchased such Parallel Imports for available warranty, if any.

#### **Counterfeit Goods**

Please be aware that there may be cases where counterfeit goods, including but not limited to goods that infringe Toshiba / KIOXIA trademarks or patents ("Counterfeit Goods"), are marketed. Such Counterfeit Goods are not covered under manufacturer's warranty by KIOXIA. Please contact the dealer or retailer from which you have purchased such Counterfeit Goods for available warranty, if any.

(Please see [here](#) manufacturer's warranty information in additional languages. Follow this link for [complementary information](#) on the manufacturer's warranty.)

### **KIOXIA Manufacturer's Warranty ("Warranty") for Solid State Drives**

#### **Coverage of the Warranty**

KIOXIA warrants any Toshiba Memory / KIOXIA solid state drives ("SSD") first sold to an end-user to be free from defects in components and workmanship under normal use.

THIS WARRANTY IS EFFECTIVE EITHER (I) THREE (3) OR FIVE (5) YEARS (WHICH DEPENDS ON THE RESPECTIVE PRODUCT, SEE BELOW) FROM THE DATE OF PURCHASE IN ITS ORIGINAL SEALED PACKAGING OR (II) FOR THE TIME PERIOD UNTIL THE "PERCENTAGE LIFE LEFT" WILL BE ZERO, WHICHEVER IS SHORTER. The "Percentage Life Left" can be found using "Health" gauge of the SSD Utility for KIOXIA products, which is available at "personal.kioxia.com/support".

### **Duration of warranty period:**

- External SSD's series (including wireless SSD): up to 3 years
- Internal SSD's: 3 years (SSD's Pro, VX and RD series: up to 5 years)

The warranty period commences on the date of purchase. Your original purchase invoice (sales receipt), showing the date of purchase, model number and serial number of the SSD, is your proof of the date of purchase.

This Warranty represents a carry-in warranty service and is only applicable in the EMEA region (Europe, Middle-East and Africa) where KIOXIA or its authorised service providers are located. In some parts of some countries, a pick-up & return warranty service may be provided. You can process the claim for your defective SSD online through the Toshiba website: <https://toshiba.storrepare.com/>.

In case this Warranty applies, customer has to get in touch with the SSD provider (the place where the device was originally purchased from). They will ensure that the RMA process will be issued and concluded with the end customer.

This Warranty does not affect your statutory rights.

### **Warranty Exclusions and Disclaimer**

The Warranty with respect to your SSD is subject to the following exclusions and limitations:

#### **a) Exclusions**

The Warranty does not extend to:

1. any SSD not manufactured by or for KIOXIA, or sold to an end-user in a country not covered under this Warranty.

2. any SSD that has been damaged or rendered defective

(a) as a result of use of the SSD other than for its normal intended use, failure to use the SSD in accordance with the User's Manual that accompanies the SSD, or other misuse, abuse or negligence to the SSD;

(b) by the use of parts not manufactured or sold by KIOXIA;

(c) by modification of the SSD;

(d) as a result of service by anyone other than KIOXIA;

(e) by improper transportation or packing when returning the SSD to the ASP or

(f) by improper installation of third party products (e. g. cables).

3. any SSD or parts thereof from which labels or serial numbers have been modified or made illegible.

4. loss of any, or damage to data (e. g. pictures or videos, “data”). You are responsible for saving (backing up) any data. As a result, KIOXIA does not warrant or cover any financial or other loss, caused by data loss. KIOXIA may opt to replace the SSD submitted for warranty services with a manufactured SSD of equal SSD may become permanently inaccessible to you.
5. fair wear and tear of consumable parts, i. e. parts that require periodic replacement during the normal course of the SSD usage, including without limitations, batteries, AC adaptors, AC/USB/AV cable, remote control or appearance parts.
6. Cosmetic damages such as scratches and dents, scratched, faded or discoloured covers and plastics. KIOXIA is not liable for any transport/ delivery/ insurance costs, import duties, taxes, licensing fees and any charges from telephone/ fax communication as consequence of the failure of the SSD.
7. KIOXIA supplies no warranty, either expressed or implied, for any bundled software, its quality, performance, merchantability, or fitness for a particular purpose. Nor does KIOXIA warrant that the functions contained in the software will meet your requirements or that the operation will be uninterrupted or error-free. As a result, unless otherwise stated in writing, the software is sold “as is”.
8. KIOXIA Warranty does not cover any hardware connected to/ with the SSD.

## **b) Disclaimer of Warranty**

Except for the express Warranty provided and to the extent permitted by applicable law, KIOXIA, its Authorised Resellers or Authorised Service Providers do not issue any warranty or guarantee for your SSD. KIOXIA expressly excludes any other liability, whether expressed or implied, to the fullest extent allowed by the law. In particular, but without limit to the generality of the exclusion, any implied terms as to merchantability, satisfactory quality, fitness for a particular purpose and/ or non-infringement of third party rights are excluded whether in contract or tort. Any implied warranties that may be imposed by law are limited in duration to the term of the express Warranty given by KIOXIA to the extent permitted by applicable law. To the maximum extent permitted by applicable law, in no event shall KIOXIA or its supplier be liable for (1) damage to, or loss or corruption of data or removable storage media, or (2) any damages whatsoever (including direct or indirect damages, loss of business profits, lost savings or other special, incidental, exemplary or consequential damages whether for breach of warranty, contract, strict liability, tort or otherwise) arising out of or resulting from the use of or inability to use the products and/ or the enclosed written materials, even if KIOXIA, its supplier, an authorized KIOXIA representative, service provider or dealer have been advised of the possibility of such damages or of any claim by any third party. Any liability of KIOXIA or its supplier which is not excluded shall be limited to the purchase price of the SSD.

## **Obtaining Warranty Service**

Your KIOXIA Warranty includes a carry-in warranty service. The warranty service will be subject to the following terms and conditions:

1. Consult the User’s Manual accompanying your SSD for important tips on how to operate and troubleshoot your SSD.

2. Note down SSD model number, serial number and a description of the problem; (e. g. error messages that appear on the screen) as well as a proof of purchase. For further information on the KIOXIA range of external and internal storage solutions contact your reseller or visit the KIOXIA website: [www.kioxia.com](http://www.kioxia.com)

**If you have a defective Toshiba Memory product and you wish to claim for Warranty, please contact our European customer service:**

+49 (0) 211 5382 71 71