



KIOXIA Manufacturer's Warranty Statement for:

- EXCERIA PRO SSD
- EXCERIA G2 SSD
- EXCERIA PLUS Portable SSD

[SSD Warranty Product List \(PDF : 354KB\)](#)

1. General

In addition to statutory warranty rights which the Consumer may have against its seller because of a defective product KIOXIA Europe GmbH ("KIOXIA") offers to Consumers who have purchased SSDs the manufacturer's warranty as set forth below ("Warranty Statement").

This Warranty Statement applies without prejudice to any mandatory statutory liability laws such as product liability law, liability in case of intent / gross negligence or because of injury to life, body and health.

"SSD" shall mean for the purposes of this Warranty Statement any product listed on the following website [<https://europe.kioxia.com/en-europe/personal/support.html>].

"Consumer" shall mean for the purposes of this Warranty Statement any natural person who is the owner of an SSD and who has bought the SSD for purposes of his private (non-commercial) use and who has used it for his private (non-commercial) purposes.

2. Scope

This Warranty Statement applies to SSDs purchased from Oct. 2021 by Consumers in the geographical area of Europe, in a member state of the Commonwealth of Independent States (CIS), the Middle East (including Turkey and Israel) and all countries on the African continent, including the islands (such as Madagascar) (altogether "Territory"). However, it does not apply to so called 'parallel imports', i.e. to SSDs where the first import into the Territory was done by another party than KIOXIA. KIOXIA reserves the right to determine whether or not a SSD is a parallel import. Please contact the dealer or retailer from which you have purchased such parallel imports for available warranty, if any.



3. Manufacturer's warranty and manufacturer's warranty period

3.1 KIOXIA warrants to Consumers that bought SSDs comply with the product specifications published by KIOXIA Corporation under <https://europe.kioxia.com/en-europe/personal.html>.

3.2 The warranty period of a SSD will be specified on its package or on the "List of Products Covered by the Personal Storage Products Warranty" (link) and is either three (3) or five (5) years from the date of Consumer's purchase of the SSD, which depends on the respective type of SSD. 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.

3.3 The warranty period of a replacement product is thirty (30) days from the date of replacement or the remainder of the original warranty period of the replaced SSD, whichever is longer.

3.4 Claims based on this warranty outside the warranty period will not be accepted.

4. Exclusion of Warranty

This Manufacturer's Warranty Statement does not apply

4.1 if the Consumer uses or otherwise makes available the SSD for any equipment or system that requires extraordinarily high levels of quality and/or reliability, and/or a malfunction or failure of which may cause loss of human life, bodily injury, serious property damage and/or serious public impact ("Unintended Use"). Please make sure that Consumer do not use or otherwise make available the SSD for Unintended Use. In case of doubt, whether a certain use is to be classified under the description above as Unintended Use is up to KIOXIA. Except for specific applications as expressly stated in this Warranty Statement, Unintended Use includes, without limitation, equipment used in nuclear facilities, equipment used in the aerospace industry, lifesaving and/or life supporting medical equipment, equipment used for automobiles, trains, ships and other transportation, traffic signaling equipment, equipment used to control combustions or explosions, elevators and escalators, devices related to power plants, military equipment and safety devices;

4.2 to failure or damage caused by or in connection with the following uses, applications or devices except such specific uses, applications or devices that are expressly stated by KIOXIA:

(i) continuous recording devices such as in-car recording devices, dashboard cameras, black box cameras, security/surveillance cameras; and continuous data logging devices and services,

(ii) display devices that loop audio, image or video such as digital signage,

(iii) uses portable SSDs as components incorporated into or containing in devices or equipment by any individuals or entities other than KIOXIA group companies,



(iv) industrial uses, or

(v) any other uses in a device or equipment exceeding the usage conditions specified in the manual for the devices or equipment;

4.3 if the Consumer cannot show the part number and serial number of the SSD or cannot present proof of purchase of the SSD by way of presenting the sales receipt;

4.4 if the purchase date or the part number of the SSD is missing or has been falsified;

4.5 if the SSD is unable to be identified as KIOXIA's product;

4.6 to failure or damage caused by physical damage due to Consumer's improper handling or storage of the SSD;

4.7 to failure or damage caused by abuse, misuse, alternations, modifications or repair or connection of cables made by the Consumer or an unauthorized third party;

4.8 to failure or damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause, like fire, salt, gas, earthquake, lightning, wind, hurricane, typhoon, flood, other natural disasters, condensation, surge, abnormal voltages, any other external causes, or use of the SSD outside the operating environments;

4.9 to normal wear and tear including but not limited to scratches, dents or damage on coatings, platings or plastic of the SSD or cable;

4.10 to damage caused by any other events not attributable to KIOXIA.

5. Consequences of a manufacturer's warranty case and exclusion of liability

5.1 KIOXIA's obligation under this warranty is limited to, in KIOXIA's sole and exclusive discretion, (a) replacement of the respective SSD or (b) refund the market price of an equivalent SSD product at the time of consumer's notification, provided that the respective SSD is covered by this Warranty Statement. The equivalency of a replaced SSD is determined by KIOXIA and might include refurbished SSDs. In the case of a replacement of the SSD, the replacement product will be sent after the respective SSD is received from the Consumer. The replacement product will not be sent or loaned to the Consumer in advance.

5.2 KIOXIA shall not be liable for any loss or damage of a material or immaterial nature, such as loss of profits, loss of data, or unavailability of the SSD or related components, whether direct, indirect, consequential, incidental, or punitive, arising under this warranty of these SSDs or otherwise, e.g. such as, but not limited to, damage to or loss of software programs or other data carriers or virus attacks.

6. Claim Process

To make a manufacturer's warranty claim under this Warranty Statement, the Consumer must approach the retailer where he originally purchased the SSD from. If this is not possible, the Consumer shall either call our hotline under Tel.: +49-211-5382-71- or write an email to kie-support@kioxia.com. KIOXIA's business partner SYKES Enterprises Support Services B.V. & Co. KG, Roffhausener Landstraße 18D, 26419 Schortens, Germany, will then handle the request and involve KIOXIA or further business partners for processing the warranty claim. In order to check the warranty status and proceed with the warranty claim, the Consumer must provide with its request – as stated before – the following information:

- Serial Number (see drive label)
- Model Type
- Part Number
- Failure symptom (e.g. not recognised, read error)
- Date of delivery (original invoice date from KIOXIA)
- Proof of purchase

KIOXIA's customer service or one of its business partners will ship the replacement product to the Consumer after customer service receives the returned SSD from the Consumer and upon confirmation that all conditions for a valid warranty claim of the Consumer are fulfilled.

7. Data and other content left on the SSD; Failure analysis

KIOXIA shall not be liable for any Consumer property that has not been removed from the SSD (e.g. cables, adapters or stored media and content).

It is the sole responsibility of the Consumer to back up and protect all data stored on the SSD from loss (e.g. by regular back-ups). KIOXIA shall not be liable for any loss of such data or content.

Restoring data is not part of this manufacturer's warranty and is not part of the SSD replacement.

In the context of the assertion of claims under this Warranty Statement, a failure analysis of the returned SSD (for KIOXIA internal quality improvement purposes only) will be carried out by KIOXIA or one of its affiliates or subcontractors outside the EU. In order to ensure a fast, easy and successful failure analysis, KIOXIA kindly asks you to carry out a complete backup of the data stored on the SSD, followed by a complete formatting and erasure of all data stored on the SSD, especially all personal data, before you return the SSD to KIOXIA. In any case, KIOXIA and its affiliates or subcontractors will not be responsible or liable for any loss of data during the warranty return process.

However, in order to be legally allowed to carry out the failure analysis in case the returned SSD does still contain (special categories of) personal data, we will ask for your explicit consent during the warranty return process for the processing of all remaining (special categories of) personal data.



The processing during the failure analysis will lead to the complete erasure of any data stored on the SSD. The sent SSD will not be returned to you. For further information please see the relevant KIOXIA privacy policy (<https://europe.kioxia.com/en-europe/privacy.html>) and the warranty return process.

8. Governing law, place of jurisdiction

As far as permitted by applicable law at the Consumer's domicile, the following shall apply in terms of the governing law and the place of jurisdiction:

8.1 The terms and conditions of this Warranty Statement shall be subject to and construed in accordance with the laws of Germany. The application of conflict of law provisions is excluded. Furthermore, the application of the U.N. Convention on Contracts for the International Sale of Goods is explicitly excluded.

8.2 KIOXIA's legal domicile shall be the place of jurisdiction for all disputes arising in context with this Warranty Statement.