

## **Thank you for shopping Super Talent.com.**

Super Talent Technology Corp. (“Super Talent”) is dedicated to supplying its Customers with innovative SSD, USB flash memory, and other storage products that are reliable and durable, and price-competitive. Our San Jose, California-based team takes great pride in our product line and is dedicated to ensuring our Customers' complete satisfaction. To earn your loyalty and future business, we stand behind the products we sell with this Limited Warranty. We thank you for being our valued Customer!

## ***Who is covered by this Limited Warranty?***

This Limited Warranty covers Customers (original direct purchasers/end-users only) of designated Super Talent products sold through our sales representatives, our online store, and our authorized distributors and resellers.

## ***What is covered by this Limited Warranty?***

This Limited Warranty applies solely to the products manufactured by Super Talent (“covered products”) listed below. It does not apply to any other product or item sold or distributed by Super Talent, including any third party products, third party system or flash memory products, components, software, accessories, or peripherals.

The covered products of Super Talent described below are tested and warranted to be free from material defects in workmanship and materials and to conform to their published specifications (hereafter “Limited Warranty” or “Warranty”) for the duration specified below (“Limited Warranty Period”).

During the Limited Warranty Period, should a Super Talent covered product fail under normal use in its recommended environment as a result of a material defect in workmanship or materials, Super Talent will provide Limited Warranty Service (defined below) to the original Customer (direct purchaser/end-user only) on the terms and conditions set forth herein.

The Limited Warranty is subject to all of the terms and conditions, disclaimers, procedures, requirements, deadlines, limitations, exclusions, and exceptions described below (“terms and conditions”). Customer accepts without reservation or exception all of these terms of conditions in purchasing a covered product from Super Talent.

## **Limited Warranty Service.**

### **1. *How long does the Limited Warranty last?***



The duration of the Limited Warranty (“Limited Warranty Period”) for specific Super Talent covered products is set forth below. The Limited Warranty Period begins on the date of purchase indicated on Super Talent’s original invoice to the customer. **The Limited Warranty Period is not tolled or extended by any part of the time required to initiate and complete an Authorized RMA Return of the product, including the time it takes to repair, replace or refurbish the product as part of Limited Warranty Service.**

**Disclaimer of Liability.**

SUPER TALENT disclaims any liability under this Limited Warranty, or otherwise, as set forth below, and to the fullest extent permitted by applicable law.

1. SUPER TALENT DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO, LOSS, DISRUPTION, OR CORRUPTION OF ANY DATA, METADATA, OR FILES ELECTRONICALLY STORED ON ITS PRODUCT, OR ANY PROGRAM ASSOCIATED WITH THE PRODUCT, INCLUDING BY REASON OF: ANY USE OF THE PRODUCT; ANY FAILURE OF THE PRODUCT; ANY DEFECT IN MATERIALS OR WORKMANSHIP OF THE PRODUCT; ANY EVENT OR OCCURRENCE COVERED BY THE LIMITED WARRANTY; ANY LIMITED WARRANTY REPAIR UNDERTAKEN BY SUPER TALENT; OR OTHERWISE.
2. SUPER TALENT DISCLAIMS ANY LIABILITY FOR ANY FILE OR DATA RECOVERY, REMEDIATION, OR BACKUP, OR LIABLE FOR ANY OF THE COST OR EXPENSE THEREOF, WHICH SHALL AT ALL TIMES BE THE SOLE RESPONSIBILITY OF THE CUSTOMER OR END-USER. SUPER TALENT IS NOT LIABLE IN DAMAGES FOR, AND DOES NOT COVER UNDER ITS LIMITED WARRANTY, ANY LOSS OF FILES, PROGRAMS, OR DATA, OR ANY COSTS ASSOCIATED WITH DETERMINING THE SOURCE OF SYSTEM PROBLEMS OR REMOVING, SERVICING OR INSTALLING SUPER TALENT PRODUCTS. THIS LIMITED WARRANTY FURTHER EXCLUDES ALL THIRD PARTY SOFTWARE, CONNECTED EQUIPMENT, AND ANY STORED DATA.
3. SUPER TALENT DISCLAIMS ANY LIABILITY FOR ANY LOSS, DEFECT, DAMAGE, OR LOST DATA, ARISING FROM, RELATING TO OR IN CONNECTION WITH ANY ACT OR OMISSION IN ITS PERFORMANCE OF LIMITED WARRANTY SERVICES INCLUDING THE AUTHORIZED RETURN DELIVERY FOR REPAIR, REFURBISHMENT, OR REPLACEMENT (“AUTHORIZED RMA RETURN”) OF SUPER TALENT PRODUCT COVERED UNDER THIS LIMITED WARRANTY. TO PROTECT YOUR DIGITAL CONTENT, SUPER TALENT RECOMMENDS THAT YOU BACKUP ALL OF



YOUR FILES, DATA, PROGRAMS, AND ALL OTHER DIGITAL CONTENT

PRIOR TO ANY AUTHORIZED RMA RETURN UNDER THIS LIMITED WARRANTY. YOU SHOULD ALSO REMOVE ANY REMOVABLE STORAGE MEDIA BEFORE RETURNING YOUR SUPER TALENT COVERED PRODUCT PURSUANT TO AN AUTHORIZED RMA RETURN. THE CUSTOMER ASSUMES ALL RISK OF LOSS OR DAMAGE, AND SOLE RESPONSIBILITY AND LIABILITY THEREFOR.

4. SUPER TALENT DISCLAIMS ANY LIABILITY FOR ANY ACCESS OR DISCLOSURE TO SUPER TALENT OF DIGITAL CONTENT RESIDENT ON ANY SUPER TALENT PRODUCT (OR MEDIA) INCIDENT TO AN AUTHORIZED RMA RETURN UNDER THIS LIMITED WARRANTY.
5. SUPER TALENT DISCLAIMS ANY LIABILITY FOR LOSS OR DAMAGE TO A COVERED PRODUCT IN TRANSIT DURING AN AUTHORIZED RMA RETURN. CUSTOMER SHOULD PROCURE INSURANCE ON ANY PRODUCT RETURNED TO SUPER TALENT UNDER THIS LIMITED WARRANTY COVERING SHIPMENT TO SUPER TALENT AND RETURN TO THE CUSTOMER.
6. SUPER TALENT DISCLAIMS ANY LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AS WELL AS ANY GENERAL, SPECIAL CONSEQUENTIAL, INCIDENTAL AND INDIRECT DAMAGES (“DAMAGES”) OR OTHER REMEDY AT LAW OR EQUITY.
7. SUPER TALENT DISCLAIMS ANY LIABILITY FOR GENERAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY AND ALL CLAIMS TO LOST PROFITS, LOST BUSINESS INVESTMENTS, LOST GOODWILL, OR ANY OTHER DAMAGES CLAIMED TO BE A PROXIMATE RESULT OF ANY LOSS OF PRODUCT, DATA LOSS, CORRUPTION OR DISRUPTION, INCLUDING PRODUCT DOWN-TIME.
8. SUPER TALENT DISCLAIMS ANY LIABILITY OR DAMAGES RESULTING FROM USE OF ANY THIRD PARTY EQUIPMENT OR DEVICE WITH A SUPER TALENT COVERED PRODUCT, EVEN IF FORESEEABLE.
9. SUPER TALENT DISCLAIMS ANY LIABILITY FOR ANY LOSS, INJURY OR DAMAGES ARISING OUT OF OR RELATED TO ANY PERSONAL INJURY OR DEATH OF CUSTOMER OR ANY THIRD PARTY, OR ANY LOSS OR DAMAGES TO PROPERTY ARISING FROM, RELATED TO OR IN



CONNECTED WITH, THE PRODUCT USED IN A SITUATION IN WHICH PERSONAL INJURY OR DEATH IS LIKELY OR REASONABLY FORSEEABLE TO OCCUR, INCLUDING BUT NOT LIMITED TO, MEDICAL

OR MEDICAL-RELATED EQUIPMENT, MILITARY OR MILITARY-RELATED EQUIPMENT, TRAFFIC CONTROL EQUIPMENT, AIRCRAFT, NUCLEAR ENERGY SYSTEM, COMBUSTION CONTROL SYSTEM, AND DISASTER PREVENTION SYSTEMS, TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW.

10. SUPER TALENT DISCLAIMS ANY LIABILITY BEYOND THE RIGHTS AND REMEDIES EXPRESSLY PROVIDED FOR IN THIS LIMITED WARRANTY, OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR LOSS, INJURY OR DAMAGE ARISING OUT OF OR RELATED TO USE OF THE PRODUCT; ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR DAMAGES; ANY LIABILITY BASED ON PRODUCTS OR DATA NOT BEING AVAILABLE FOR USE; ANY LIABILITY FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR FOR LOST STORAGE MEDIA. SUPER TALENT'S LIABILITY SHALL, IN ANY EVENT, BE NO GREATER THAN THE AMOUNT CUSTOMER PAID FOR THE PRODUCT THAT IS THE SUBJECT OF ANY CLAIM, OR ITS CURRENT FAIR MARKET VALUE, WHICHEVER IS LESS.
11. THIS LIMITED WARRANTY IS VOID IN ITS ENTIRETY IN THE EVENT OF PHYSICAL DAMAGE TO THE COVERED PRODUCT, INCLUDING WHERE DUE TO ABUSE OR IMPROPER HANDLING; ANY ATTEMPT TO REPAIR OR REWORK THE PRODUCT WITHOUT THE WRITTEN PRIOR CONSENT OF SUPER TALENT, OR ANY DEFAACEMENT OR REMOVAL OF ORIGINAL MANUFACTURER WARRANTY SEAL, SERIAL NUMBER OR OTHER MARK OF AUTHENTICATION OR IDENTIFICATION.
12. SUPER TALENT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR AN INTENDED OR PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY LAW.
13. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.



**Additional Terms and Conditions:**

1. THIS LIMITED WARRANTY IS COMPLETE AND PREEMPTS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, ORAL OR WRITTEN, OF SUPER TALENT, ITS AGENTS, OR EMPLOYEES. SUPER TALENT MAKES NO OTHER WARRANTIES OF ANY KIND TO THE CUSTOMER IN CONNECTION WITH THE PURCHASE OR USE OF ANY SUPER TALENT COVERED PRODUCT.
2. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THIS LIMITED WARRANTY AND THE LIMITED WARRANTY SERVICE COVERAGE DESCRIBED HEREIN, ARE ONLY FOR THE SUPER TALENT COVERED PRODUCT-SPECIFIC LIMITED WARRANTY PERIODS SET FORTH BELOW. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.
3. THIS LIMITED WARRANTY GIVES CUSTOMERS SPECIFIC LEGAL RIGHTS. CUSTOMERS MAY ALSO HAVE OTHER LEGAL RIGHTS, WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). SUPER TALENT'S LIMITED WARRANTY DOES NOT AFFECT CUSTOMERS STATUTORY CONSUMER RIGHTS TO BEAR THE LONGEST WARRANTY PERIOD PERMITTED UNDER GOVERNING LAW. PLEASE READ THE DISCLAIMER CAREFULLY.

**Reservation of Rights.**

Super Talent reserves the right to change at any time the availability and terms and conditions of its Limited Warranty, and Limited Warranty Service, in its sole discretion.

**Authorized RMA Return For Limited Warranty Service**

This Section describes the general terms and conditions of Limited Warranty Service pursuant to a Return Merchandise Authorization (Authorized RMA Return) of covered product. Strict compliance with our Limited Warranty terms and conditions and the RMA deadlines and procedures described below are a basic requirement for Limited Warranty Service. Any non-conforming return shall be deemed invalid and of no effect.



**General Terms and Conditions:** To be eligible for an Authorized RMA Return, the Customer must meet all terms and conditions, procedures, requirements, deadlines, exclusions, limitations, and exceptions to the Limited Warranty. Customer must also comply with all Authorized RMA Return requirements, including but not limited to, documentation, procedures, and deadlines, or the product return will be rejected by Super Talent's RMA Department.

**What Must Be Included In An Authorized RMA Return.** To qualify for Limited

Warranty Service, Customer's Authorized RMA Return must include the entire product, in its original packaging, all product documentation (e.g., instruction manuals and product guides), diskettes, power cords, software, accessories, and any other items originally included with the product. Failure to return any of these items will void or delay the RMA Return at the option of Super Talent.

**Shipping, Insurance and Risk of Loss.** Customer must pre-pay for the RMA Return shipment to Super Talent and insure the shipment, or accept the risk if the product is lost or damaged in transit. Any uninsured shipment is at Customer's sole risk. Super Talent shall have no obligation to perform Limited Warranty Service on any product that is damaged in transit to Super Talent's RMA Department.

**Authorized RMA Return – Limited Warranty Service:**

Super Talent shall, at its sole and exclusive option, repair, refurbish, or replace a Super Talent covered product, or any component part of such product, that proves defective by reason of material defect in workmanship or materials during the product's Limited Warranty Period ("Limited Warranty Service"). Super Talent reserves the right to use new, refurbished, or functionally equivalent products, parts, and materials (of comparable specification) in performing Limited Warranty Service.

**Authorized RMA Return Procedures:**

**DOA Credit Return Policy (30 Days - DOA Product Only).** Super Talent's covered products are **not** subject to return for credit (refund of purchase price) in whole or in part under the Limited Warranty, except as provided herein. The **sole** exception is covered product that is determined to be materially defective in workmanship or materials within thirty (30) days of the Super Talent invoice date of original purchase ("DOA [dead-onarrival] product") **and** which is timely returned to us pursuant to the DOA Credit Return Terms and Conditions ("DOA Credit Return") set forth below.



**Limitations on DOA Credit Return:** The DOA Credit Return exception does not apply to any of the following, even if returned within thirty (30) days of invoice date: CPUs; consumer electronic devices; Apple products; or tape backup drives/devices. These products are subject to return strictly under Super Talent's standard Authorized RMA Return policy and procedures, described below. Note: The manufacturer of third party products may directly provide its own warranty/warranty rights to the Customer (original end-user). Please consult the manufacturer's website as appropriate.

**DOA Credit Return/Terms and Conditions:** For a DOA Credit Return, Customer must within thirty (30) days of date of purchase as shown on the original Super Talent invoice: 1) initiate an Authorized RMA Return and obtain a valid RMA number from our RMA Department; *and* 2) return the DOA product intact in its original packaging with all product

*documentation, accessories, cables, and power supplies so that it is received by our RMA Department within three (3) business days of issuance of a RMA number.*

Customer must also provide Super Talent RMA Department with true and complete information about the handling and use of the product, and strictly comply with all RMA policies, procedures, and deadlines as a condition of DOA Credit Return. Nondisclosure or misstatement of such information may void the RMA Return.

Provided that Customer timely complies with all DOA Credit Return Terms & Conditions, Super Talent will recognize the Customer's option to return the DOA product for a refund (or for repair, refurbishment, or replacement as provided herein). All other product returns under the Limited Warranty, including non-conforming DOA Credit Returns, shall be for repair, refurbishment, or replacement only (no credit).

Credit will be issued to Customer within 10 business days of completion of the DOA Credit Return by our RMA Department.

### **Technical Support.**

Customers are asked to contact Tech Support to determine if the technical issue they are experiencing may be satisfactorily resolved before an Authorized RMA Return is initiated. Super Talent provides several technical support options for its covered products:

1. E-mail/Super Talent Tech Support: [Support@SuperTalent.com](mailto:Support@SuperTalent.com)
2. Product Support Forum at: <http://www.supertalent.com/home/forum/>
3. Telephone/Super Talent Tech Support: (408) 941-8617, ext. 617.



**Important Note:** Communication with our Tech Support Department does not extend or toll the time period for making a Limited Warranty Service claim/Authorized RMA Return of any kind (including DOA Credit Return).

### **How to Initiate An Authorized RMA Return.**

To obtain Limited Warranty Service, a Customer must contact the Super Talent RMA Department within the Limited Warranty Period applicable to their product to request issuance of a valid RMA return authorization number.

- Please e-mail [Support@SuperTalent.com](mailto:Support@SuperTalent.com) to initiate a RMA request.
- Please see <http://www.supertalent.com/support/rma.php> for our Authorized RMA Return form and related instructions.

Once issued, an Authorized RMA Return number is valid for thirty (30) days.

Customer's failure to return the item within the RMA period shall void the RMA Return.

### **What Will Super Talent's RMA Department Do Under The Limited Warranty?**

Once a valid Authorized RMA Return has been initiated, the RMA Department will first determine if the product or issue is covered under the Limited Warranty. All such decisions are final and binding. If the product/issue is *not* covered, Super Talent will notify Customer of the reasons for this determination and advise the Customer as to available options.

If the RMA Department determines that the product/issue *is* covered under this Limited Warranty, Super Talent shall, in its sole discretion, repair, replace, or refurbish the product or component part with its functional equivalent. All products or components that are replaced or refurbished are inspected and tested for functionality before return to Customer, and are covered for the remaining period of the original Limited Warranty Period. Super Talent owns and shall be entitled to retain any product or component replaced under the Limited Warranty.

### **May I transfer the Limited Warranty?**

**No. Super Talent's Limited Warranty is not subject to any form of transfer, assignment, or sale.** Super Talent's Limited Warranty may not be assigned, sold, or otherwise transferred by the Customer to any other party. Any assignment, sale or transfer of a covered product or of the Limited Warranty by the Customer shall void the Limited





Warranty in its entirety. However, some of our products may be subject to a separate manufacturer's written warranty. To the extent any manufacturer's warranty rights are assignable, Super Talent assigns to the Customer any remaining warranty rights provided by the manufacturer, without further obligation of any kind. Super Talent does not warrant any software under this Agreement. Warranties, if any, for software are contained in the enduser license agreement ("EULA") that governs the purchase and usage of such software.

### **Important Additional Customer Requirements For Authorized RMA Return.**

Before returning any product, please ensure that you have met these additional conditions for Limited Warranty Service under an Authorized RMA Return.

**Authentication of Purchase.** Customer must satisfactorily authenticate the product purchased from Super Talent. Any Limited Warranty card must be filled out with true and complete information. Any labels affixed to the product (for authentication or quality control) must be intact and not have been removed, damaged or altered in any way. Failure to comply with any of these conditions will void the Limited Warranty.

**Identification of Covered Product.** The Super Talent covered product must be identified by part number, serial number, and any other form of identification. Any removal, alteration,

obliteration, or missing identification of the Super Talent product will void this Limited Warranty.

**Proof of Original Purchase Date.** Submission of proof of original purchase and the date thereof by the original Customer is required to initiate a valid Authorized RMA Return. Please include a complete copy of this documentation in the Authorized RMA Return. Super Talent may also require, in its sole discretion, Customer's submission of the original Super Talent invoice, Super Talent warranty card, and the Customer's credit card bill or other proof of payment. In the absence of such proof, Super Talent will attempt to ascertain the authenticity of the product and the date of original purchase from the Customer's account information, transaction history, and product identification and serial numbers. This Limited Warranty is void and of no effect if the Customer fails to make the required submission or if Super Talent is unable to authenticate the Customer's purchase of the product to its reasonable satisfaction.

### **Discontinued or "End of Life" Super Talent Products.**

Super Talent products subject to this Limited Warranty that are discontinued, "end of life," or are otherwise no longer manufactured or in inventory can be returned for repair or refurbishment only. Super Talent reserves the right to offer a depreciated refund or credit to the Customer, in lieu of Limited Warranty Service, when a product or its functional equivalent is no longer available or the item cannot be restored to functionality.



**Duration of Super Talent Limited Warranty (Limited Warranty Period).**

Designated Super Talent product is covered for the specified Limited Warranty Period applicable to the product starting from the date of purchase shown on the original Customer invoice. Proof of purchase which includes the original purchase date is required for Limited Warranty Service in all cases.

Any repair of a defective product after expiration of the Limited Warranty Period will be at Customer's expense (Customer will be charged by prior agreement for the cost of labor and repaired, replaced or refurbished components).

**Covered Product Line - Limited Warranty Period.** The specific Limited Warranty Period (from date of original purchase) for covered Super Talent product is as follows:\*

<b>DRAM Memory Modules</b>	<b>Limited Warranty Period</b>
DDR 1, DDR 2, DDR3, DDR4. DDR5	1-Year Limited Warranty
<b>USB Flash Drives</b>	<b>Limited Warranty Period</b>
USB 2.0	2-Year Limited Warranty
USB 3.0	3-year Limited Warranty
<b>SSDs (Solid State Drives)</b>	<b>Limited Warranty Period</b>
Enterprise SSD	5-Year Limited Warranty
Laptop/Desktop SSD	3-Year Limited Warranty
Industrial/Embedded	3-Year Limited Warranty
Portable SSD	3-year Limited Warranty
<b>Flash Cards</b>	<b>Limited Warranty Period</b>
Flash Cards	1-Year Limited Warranty
CFAST PRO	2-Year Limited Warranty



The Limited Warranty Period applicable to any covered Super Talent product is subject to change without prior notice.

**Instructions For A Successful Authorized RMA Return**

Please write the Authorized RMA Return number in **bold** on the outside of the box before it is returned to our RMA Department. Products must be received by Super Talent within 14 days of issuance of an Authorized RMA Return number and in any event prior to expiration of the applicable Limited Warranty Period. Please include copy of the original invoice as proof of the date of original purchase in the Authorized RMA Return as well as a duplicate copy of the completed Authorized RMA Return form.

**Terms & Conditions of Sale Incorporated by Reference.**

This Limited Warranty incorporates by reference all of the Terms & Conditions of Sale of Super Talent product as if set forth in full. Customer's compliance with the Terms & Conditions of Sale, including payment in full for the Product, is a condition precedent to this Limited Warranty, which is otherwise null and void. For the complete Terms & Conditions, please visit [www.supertalent.com/Terms of Sale](http://www.supertalent.com/Terms of Sale).

**Mandatory Arbitration.**

Super Talent and Customer agree to submit any dispute, case or controversy arising from, related to, or connected with the purchase or sale of any Super Talent product, based on or arising out of the parties' respective contractual or legal rights and obligations, including but not limited to, under this Limited Warranty, or otherwise, including any Authorized RMA Return, to mandatory binding arbitration to the fullest extent permitted by applicable law.