

Fusion Multisystems, Inc. ("Fusion-io") Limited Warranty

Fusion-io warrants that each Fusion-io product listed below ("Product") will be free from material defects in manufacture and will substantially conform to the published specifications under normal use, beginning on your date of purchase and continuing for a period of three (3) years ("Warranty Period"), subject to the following conditions. This warranty is provided to the original end user purchasing the Product from Fusion-io or an authorized reseller, and is not transferable. Proof of purchase may be required. The Product must be used in a device that has a compliant interface, use with any other device voids this warranty. Fusion-io is not responsible for any failure or defect caused by any third party product or component, whether authorized or not. This warranty does not apply to any third party software provided with the Product and you are responsible for all service and repair needed for such software. This warranty is void if Fusion-io determines that the Product was damaged as a result of improper installation, misuse, unauthorized repair, modification or accident, or was not used in accordance with the Product instructions, or was used in an unsuitable physical or operating environment.

To obtain warranty service contact Fusion-io at 877-816-5740 ioDrive or send an email to: support@fusionio.com during the Warranty Period. You must obtain a tracking confirmation number and return the Product in secure packaging, freight prepaid, as instructed by Fusion-io. If a Product is found to be defective during the first thirty (30) days of the Warranty Period, Fusion-io will replace the Product with a new Product of equal or greater functionality as the returned Product. If a Product is found to be defective after the first thirty (30) of the Warranty Period until the expiration of the Warranty Period, Fusion-io will, at its option, repair or replace the Product with a new or refurbished Product of equal or greater functionality as the returned Product, or refund your purchase price, less any rebates you may have received. The warranty duration on any replaced Product will be that portion of the Warranty Period remaining on your original Product. Fusion-io is not responsible for any tariffs or duties that may be incurred by you in transferring the Product. Transfer of the Product may be subject to export control laws of the United States or other jurisdictions.

Fusion-io does not warrant, and shall not be responsible for, any lost or damaged data contained in any Product (including in any returned Product), regardless of the cause of the loss or damage. The Product is not warranted to operate in an error-free or uninterrupted manner or without failure. The Product must not be used in life support systems or other applications where failure could threaten injury or life, and any such use voids this warranty.

This Limited Warranty is applicable in all countries throughout the world and may be enforced in any country or region where Fusion-io or its authorized service providers offer warranty service for the Product. Products purchased in one country/region may be transferred to another country/region without voiding the warranty, provided that warranty terms, service availability, and service response times may vary between different countries and regions.

THIS LIMITED WARRANTY CONSTITUTES FUSION-IO'S ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. FUSION-IO DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IF FUSION-IO CANNOT LAWFULLY DISCLAIM OR EXCLUDE IMPLIED WARRANTIES UNDER APPLICABLE LAW, THEN TO THE MAXIMUM EXTENT POSSIBLE, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY. IN NO EVENT SHALL FUSION-IO, ITS SUPPLIERS OR ANY AFFILIATED OR SUBSIDIARY COMPANY BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, ANY FINANCIAL LOSS OR ANY LOST DATA, EVEN IF FUSION-IO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT WILL FUSION-IO'S LIABILITY EXCEED THE AMOUNT PAID BY YOU FOR THE PRODUCT.

COVERED PRODUCTS: ioDrive 80GB | ioDrive 160GB | ioDrive 320GB

