

Statement of Product Limited Warranty for Australia Consumers

Warranted by: PROMISE Technology, Inc. 580 Cottonwood Drive, Milpitas, CA 95035 USA
Phone: 1-408-228-1400 email: support@promise.com

PROMISE Technology, Inc. ("PROMISE") warrants that this product, from the time of the delivery of the product to the original end user:

- a) all components, except the cache backup battery, for a period of three (3) years;
- b) the cache backup battery, for a period of one (1) year;
- c) will conform to PROMISE's specifications;
- d) will be free from defects in material and workmanship under normal use and service.

This warranty:

- a) applies only to products which are new and in cartons on the date of purchase;
- b) is not transferable;
- c) is valid only when accompanied by a copy of the original purchase invoice;
- d) Is not valid on spare parts.

This warranty shall not apply to defects resulting from:

- a) improper or inadequate maintenance, or unauthorized modification(s), performed by the end user;
- b) operation outside the environmental specifications for the product;
- c) accident, misuse, negligence, misapplication, abuse, natural or personal disaster, or maintenance by anyone other than a PROMISE or a PROMISE-authorized service center.

Disclaimer of other warranties

This warranty covers only parts and labor, and excludes coverage on software items.

Except as expressly set forth above, PROMISE DISCLAIMS any warranties, expressed or implied, by statute or otherwise, regarding the product, including, without limitation, any warranties for fitness for any purpose, quality, merchantability, non-infringement, or otherwise. PROMISE makes no warranty or representation concerning the suitability of any product for use with any other item. You assume full responsibility for selecting products and for ensuring that the products selected are compatible and appropriate for use with other goods with which they will be used.

PROMISE DOES NOT WARRANT that any product is free from errors or that it will interface without problems with your computer system. It is your responsibility to back up or otherwise save important data before installing any product and continue to back up your important data regularly.

No other document, statement or representation may be relied on to vary the terms of this limited warranty.

PROMISE's sole responsibility with respect to any product is to do one of the following:

- a) replace the product with a conforming unit of the same or superior product;
- b) repair the product.

PROMISE shall not be liable for the cost of procuring substitute goods, services, lost profits, unrealized savings, equipment damage, costs of recovering, reprogramming, or reproducing of programs or data stored in or used with the products, or for any other general, special, consequential, indirect, incidental, or punitive damages, whether in contract, tort, or otherwise, notwithstanding the failure of the essential purpose of the foregoing remedy and regardless of whether PROMISE has been advised of the possibility of such damages. PROMISE is not an insurer. If you desire insurance against such damage, you must obtain insurance from another party.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages for consumer products, so the above limitation may not apply to you.

This warranty gives specific legal rights, and you may also have other rights that vary from jurisdiction to jurisdiction. This limited warranty is governed, where permitted, by the laws of the State of California and otherwise by the laws of Australia.

Your Responsibilities

You are responsible for determining whether the product is appropriate for your use and will interface with your equipment without malfunction or damage. You are also responsible for backing up your data before installing any product and for regularly backing up your data after installing the product. PROMISE is not liable for any damage to equipment or data loss resulting from the use of any product.

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Returning Product for Repair

If you suspect a product is not working properly, or if you have any questions about your product, contact our Technical Support Staff:

Support Center: <http://support.promise.com/>

Phone: +886-3-5782395

Email: support@tw.promise.com

Please be ready to provide the following information:

- Product model and serial number (required)
- Return shipping address
- Daytime phone number
- Description of the problem
- Copy of the original purchase invoice

The technician will assist you in determining whether the product requires repair. If the product needs repair, the Technical Support Department will issue an RMA (Return Merchandise Authorization) number.

Important

Obtain an RMA number from Technical Support *before* you return the product and write the RMA number on the label. The RMA number is essential for tracking your product and providing the proper service.

Return **ONLY** the specific product covered by the warranty (do not ship cables, manuals, diskettes, etc.), with a copy of your proof of purchase to:

PROMISE Technology, Inc. Customer Service Dept.

Attn.: RMA # _____ 2F, No. 30, Industry E. Rd. IX, Science-Based
Industrial Park, Hsinchu 30075, Taiwan, R.O.C.

Contact the office or repair depot for full instructions before shipping the product.

You must follow the packaging guidelines for returning products:

- Use the original shipping carton and packaging
- Include a summary of the product's problem(s)
- Write an attention line on the box with the RMA number
- Include a copy of proof of purchase

PROMISE pays only for standard shipping charges of the product to PROMISE. You must pay for any additional shipping options (such as express shipping).

Note that damage incurred due to improper transport or packaging is not covered under the Limited Warranty.

When repairing returned product(s), PROMISE may replace defective parts with new or reconditioned parts, or replace the entire unit with a new or reconditioned unit. In the event of a replacement, the replacement unit will be under warranty for the remainder of the original warranty term from purchase date, or 30 days, whichever is longer.

PROMISE pays for standard return shipping charges only. You must pay for any additional shipping options (such as express shipping).