

FOR ALL SAMSUNG SOLID STATE DRIVE PRODUCTS (AUSTRALIA ONLY):

The content of this *Warranty For Samsung Products (Australia Only) (Solid State Drive)* overrides the warranty terms and conditions contained in any additional document that may be found in the packaging for these products including, but not limited to, the 'Samsung Solid State Drive Warranty Statement Summary' any relevant User Manual / Quick Start Guide.

WARRANTY FOR SAMSUNG PRODUCTS

(AUSTRALIA ONLY)

(SOLID STATE DRIVE)

PART I GENERAL TERMS AND CONDITIONS

The Australian Competition and Consumer Act (2010) (including the Australian Consumer Law) as well as other laws in Australia guarantee certain conditions, warranties and undertakings, and give you other legal rights, in relation to the quality and fitness for purpose of Samsung products sold in Australia.

In Australia, 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 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. What constitutes a major failure is set out in the Australian Consumer Law.

Nothing in this Warranty purports to modify or exclude the conditions, warranties and undertakings, and other legal rights, under the Australian Competition and Consumer Act and other Australian laws. This Warranty gives you additional protection for your Samsung product, and identifies a preferred approach to resolving warranty claims which will be quickest and simplest for all parties, subject to the exclusions, terms and conditions below.

I. Coverage and Application

A. Samsung Electronics Australia Pty Ltd of 8 Parkview Drive Homebush Bay NSW 2127 ("Samsung") warrants that your Samsung product:

- is of acceptable quality;
- does not have a latent defect.

B. For the purpose of this Warranty, a "Samsung product" is a product which:

- was manufactured by or on behalf of Samsung; and
- bears a trade mark owned or used by Samsung (generally "SAMSUNG"); and
- was sold by an Authorised Reseller or Distributor of Samsung; and
- was purchased in Australia,

but does not include any hardware or software which is packaged or sold with a Samsung product unless that is itself a Samsung product or, that item is incorporated into the Samsung product or, in the case of software, pre-loaded onto the Samsung product at the time of sale.

II. Warranty Period

- A. The period during which this Warranty is in effect will depend upon the Samsung product to which it relates. In all cases the commencement date for the period is the actual day of purchase, as reflected on the Authorised-Reseller's or Distributor's invoice / receipt provided to you. The period during which each Samsung product which is the subject of this Warranty is covered by this Warranty is identified in Part II of this Warranty, however you may have statutory rights outside of this period.

III. Warranty Claim

- A. If you consider that the Samsung product which you have purchased is not of acceptable quality, has a latent defect, or is otherwise not compliant with the conditions, warranties, undertakings, and legal rights given to you under Australian Law (for example, it appears faulty, or does not work at all or properly), you can make a claim under this Warranty.
- B. Except where an International Product Warranty has been provided with your Samsung product, warranty service will only be provided in the specific country where the Samsung product was originally purchased. For example, if you have purchased the Samsung product within Australia, warranty service will be limited to Australia only.
- C. If you purchased this product in Australia and wish to make a claim under this Warranty, you should:

contact 1300 362 603;
visit the nearest Samsung Customer Service Plaza; or
visit www.samsung.com/au.

PRODUCT ONLINE REGISTRATION

You can register your product online at www.samsung.com/au. While registration is not necessary to make a claim under this Warranty, it may assist Samsung to process any claim which you may make more quickly.

- A. When you make any claim under this Warranty it is essential that you provide a copy of your proof of purchase of the Samsung product, whether in person, by email or by fax. A claim under this Warranty is not formally made unless and until that proof of purchase is provided. This does not detract from your statutory rights.
- B. You will not be able to gain the benefit of this Warranty without making a claim. A claim must be made within the Warranty Period. This Warranty does not cover any defects not notified to Samsung within the Warranty Period, although you may have statutory rights outside of the Warranty Period.

- C. If, following receipt of a claim under this Warranty, Samsung or its agent determine that your claim in respect of a Samsung product is valid (having regard to the terms of Part II of this Warranty), and:
- (a) if the failure to comply with the warranty is not a major failure or a failure of substantial character, Samsung or its agent will either replace the Samsung product with the same or similar product or refund you the cost of a replacement, in each case depending upon what is reasonable in the circumstances and with regard to Samsung's statutory obligations and at no cost to you. Goods may be replaced by refurbished goods of the same type with equal or greater capacity and functionality; or
 - (b) if the failure to comply with the warranty is a major failure or a failure of substantial character, you may reject the goods or require Samsung to pay you compensation for any reduction in the value of the goods below the price paid or payable by you for the goods.

The standard Samsung warranty periods are set out by product type in the tables in Part II of this Warranty, although each claim is assessed on its own merits and you may have statutory rights outside of the Warranty Period.

If Samsung provides you with either a replacement or refund, you immediately transfer ownership in the original Samsung product or part to Samsung. Any such resolution by Samsung of a claim under this Warranty by you does not otherwise detract from any other statutory rights which you might have in the circumstances, including your right to monetary compensation for a valid claim.

- D. If, following receipt of a claim under this Warranty, Samsung or its agent determine that your claim in respect of a Samsung product is invalid, Samsung may charge you for any labour, parts or transport costs incurred by Samsung or its agent in assessing your claim.

IV. Warranty Transferability

- A. This warranty is provided only to you and is not transferable, however, subsequent owners may have statutory rights to a remedy if the Product is faulty. Please keep your proof of purchase documentations, such as the original sales receipt or the relevant credit card statement. Proof of purchase is required to obtain warranty performance.
- B. In cases of authorised product or part replacement of the original purchased Samsung product, the replacement Samsung product will be subject to the remainder of the original Warranty Period. You may have statutory rights in respect of a replacement product or part outside of this period.

V. Carry-In Repairs

- A. If you wish to make a claim in relation to a Samsung product which you can reasonably transport to the nearest Samsung Customer Service Plaza or to an authorised repair service centre (as directed when you first make the claim under this Warranty), please bring, or send, that Samsung product to the nearest Samsung Customer Service Plaza or authorised service centre for assessment, the cost of which will be borne by Samsung if your claim is determined to be valid pursuant to Part I of this Warranty. Whenever possible, the product should be returned in its original carton and packaging or alternatively in packaging suitable to prevent damage to the product.
Samsung will not accept responsibility for damage to the product during this transport caused by unsuitable or inadequate packing.
- B. If you believe that it is not reasonable for you to bring or send the Samsung product to a Samsung Customer Service Plaza or an authorised repair service centre, Samsung will liaise with you to determine the best way in which to inspect the Samsung product the subject of the claim under this Warranty.

VI. Warranty Exclusions

- A. This section identifies what is excluded under this Warranty.
- B. For the avoidance of any doubt, any and all warranties or conditions which are not guaranteed under the Australian Competition and Consumer Act or the Australian Competition and Consumer Regulations 2010 and which are not expressly included in this Warranty as additional warranties or conditions are excluded.
- C. This Warranty does not extend to:
- (i) loss caused by normal wear and tear, fire, water (liquid spillage or ingress), theft, vermin or insect infestation.
 - (ii) Products that are not used for their intended function (for example, SSD 470 Series used in an enterprise Server Systems, Workstations, and Storage Systems),
 - (iii) any failure or defect that arises out of the presence of a third party product, software or component, whether authorized or not,
 - (iv) any failure or defect resulting from improper installation, misuse, unauthorized repair, modification or accident, and
 - (v) any alterations, modifications, or physical damage of the Product, including but not limited to, deep scratches
 - (vi) any alterations, modifications, or removal of any Samsung labels or barcodes on the Product
 - (vii) Products with opened SSD casing; and
 - (viii) Products that have been tampered with or are missing tape seal or serial number.

D. This Warranty does not cover damage caused by:

- misuse or abusive use of the Samsung product, including physical abuse;
- incorrect operation or not following the operation instructions (as stated in the Product Operation Manual or manufacturer's instructions provided with the Samsung product);
- improper installation;
- incorrect or improper maintenance or failure to maintain the Samsung product;
- failure to clean or improper cleaning of the product;
- • incorrect voltage or non-authorized electrical connections;
- adverse external conditions such as power surges and dips, thunderstorm activity, acts of God, acts of terrorism, damage caused by vermin, or any other act or circumstance beyond Samsung's control;
- exposure to excessive heat, moisture or dampness;
- exposure to abnormally corrosive conditions;
- use of non authorized/non-standard, defective or incompatible parts;
- password setting/ resetting and computer virus; and
- repair, modification or other work carried out on the Samsung product other than by Authorized Samsung Service Personnel.

E. This Warranty does not cover Samsung products purchased in an auction.

F. If the Samsung product you are using has been rented or leased by you, and you consider a claim might be made under this Warranty, you should refer the matter to the rental or leasing company immediately and they will handle the matter.

G. This Warranty does not cover Samsung products which, at the time you consider a claim might be made under this Warranty, do not bear the original manufacturer's factory-applied serial number in its original form (for instance where it or the sticker bearing it has been removed, wiped out, rubbed off, or altered).

H. This Warranty does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. Please note that the replacement of goods will result in loss of data.

I. This Warranty does not cover any defects not notified to Samsung within the Warranty Period, however, you may also have statutory rights outside of the Warranty Period.

PART II PRODUCT WARRANTY PERIODS AND SPECIAL CONDITIONS

- A. You agree that the Product shall not be used in life support systems or other applications where failure could threaten injury or life. SAMSUNG disclaims any and all liability in connection with, arising out of, or related to, any such use of the Product.
- B. This part of the Warranty identifies Samsung's preferred approach to resolving warranty claims.
- C. The table and paragraphs below this sub-paragraph identify the periods under which a claim may be made under this Warranty. However, you may also have statutory rights outside of these periods.

The Warranty Period for Samsung SSD is the shorter of:

(i) a period of ten (10) years for the 850 PRO series, five (5) years for the 840 PRO Series and three (3) years for the 840 Series, 460 Series / 830 Series and other SSD models; and 850 EVO Warranty period 5 years

(ii) the period ending on the date when the SSD has exceeded its TBW (Total Bytes Written) threshold as may be indicated by Samsung's Magician Software (for specific information on this threshold, please refer to the data sheet for your particular SSD product, which is available at www.samsung.com/ssd).

Type	Period
850 PRO Series	10 Years*
840 PRO Series	5 Years*
850 EVO Series	5 Years
840 Series	3 Years*
470 Series / 830 Series / Other	3 Years*

* The Warranty Period will end earlier if the SSD has exceeded its TBW (Total Bytes Written) threshold as may be indicated by Samsung's Magician Software (for specific information on this threshold, please refer to the data sheet for your particular SSD product, which is available at www.samsung.com/ssd).

To the extent permitted by law and subject to the non-excludable rights under the Australian Consumer Law this is your exclusive remedy for any breach of this Agreement.

- D. SAMSUNG also recommends that all data on the Product should be backed up before being sent to SAMSUNG. This Agreement does not cover the loss of any data howsoever caused. You shall be responsible for backing up and protecting data against loss, damage or destruction. In the case of replacements, ownership of the original Product will be transferred to SAMSUNG and SAMSUNG will not return original Product to You.