# **8.B WARRANTY INFORMATION**

LaCie offers first-rate service and support through our generous three-tiered warranty policy. Our 1-, 2-, 3-, and 5-year policies include comprehensive, complimentary web-based resources, expert in-house technical support, and worldwide repair and/or replacement coverage. To benefit from this warranty, please contact LaCie Support at <a href="https://www.lacie.com/us/support">www.lacie.com/us/support</a> where you can find online support and contact information. You may also contact representatives at the original point of purchase who will be able to help guide you.

Standard warranties vary depending on the product. To verify your product's warranty status and to see which standard warranty is included with your product, type in your product's serial number at <a href="https://www.lacie.com/us/support">www.lacie.com/us/support</a>. If no warranty is listed under your product's name, this means that the warranty has expired.

### WARRANTY UPGRADES

If you wish to extend your warranty coverage, you can purchase Silver, Gold, or Platinum Care or Advanced Exchange. For details, see <a href="https://www.lacie.com/warranties">www.lacie.com/warranties</a>.

## LEGAL INFORMATION

A standard LaCie limited warranty is included with all products. Please read the terms and conditions below.

# LaCie Limited Warranty Policy

LaCie ("LaCie") warrants, to the original purchaser, that this equipment shall be free of defects in materials and workmanship for a period of one (1), two (2), three (3), or five (5) years, depending on the model, from LaCie's date of original shipment when the equipment is used normally and is properly serviced when needed. If you discover a defect covered by the warranty set forth above, your sole and exclusive remedy will be for LaCie, in its sole discretion to (i) repair or replace the product at no charge to you; or, if a repaired unit or replacement product is not available, (ii) to refund the current market value of your product. You acknowledge and agree that replacement product, at the sole option of LaCie, may be a new product or a remanufactured product. In order to receive the remedy set forth above, you must return the product during the warranty period and include with each returned product (i) a copy of your original purchase invoice to verify your warranty; (ii) a Return Material Authorization number; (iii) your name, address and telephone number; (iv) a copy of the bill of sale bearing the appropriate LaCie serial numbers as proof of date of original retail purchase; and (v) a description of the problem. The customer must pay all transportation costs for a returned product. The product will need to be returned to LaCie within the country of original retail purchase. This warranty applies only to hardware products; LaCie software, media, and manuals are licensed and warranted pursuant to separate written agreement. This warranty does not apply if the product has been misused or has been damaged by accident, abuse, misuse, or misapplication; if it has been modified without permission of LaCie; or if any LaCie serial number has been removed or defaced. If a customer has purchased a LaCie Advance Care Option (ACO) to go with this equipment, the ACO shall be valid for three (3) years from activation.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, ALL PRODUCTS ARE SOLD "AS IS" AND LACIE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT FURTHER LIMITING THE GENERALITY OF THE FOREGOING, DOES NOT WARRANT (1) THE PERFORMANCE OR RESULTS OBTAINED FROM USING THIS PRODUCT, (2) THAT THE PRODUCT IS APPROPRIATE FOR THE CUSTOMER'S PURPOSES, (3) THE MANUAL IS ERROR FREE, OR (4) THAT NO DATA WILL BE LOST WHILE USING THE PRODUCT. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE IS ASSUMED BY THE CUSTOMER. THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED.

#### **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty applies only to hardware products manufactured by or for LaCie that can be identified by the "LaCie" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-LaCie hardware products or any software, even if packaged or sold with LaCie hardware. Manufacturers, suppliers, or publishers, other than LaCie, may provide their own warranties to the end user purchaser, but LaCie, in so far as permitted by law, provides their products "as is". Software distributed by LaCie with or without the LaCie brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

LaCie does not warrant that the operation of the product will be uninterrupted or error-free. LaCie is not responsible for damage arising from failure to follow instructions relating to the product's use. This warranty does not apply: (a) to consumable parts, unless damage has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; © to damage caused by use with non-LaCie products; (d) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (e) to damage caused by operating the product outside the permitted or intended uses described by LaCie; (f) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of LaCie or a LaCie Authorized Service Provider; (g) to a product or part that has been modified to alter functionality or capability without the written permission of LaCie; or (h) if any LaCie serial number on the product has been removed or defaced.

No LaCie dealer, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

Any loss, corruption or destruction of data while using a LaCie drive is the sole responsibility of the user, and under no circumstances will LaCie be held liable for the recovery or restoration of this data. To help prevent the loss of your data, LaCie highly recommends that you keep TWO copies of your data; one copy on your external hard disk, for instance, and a second copy either on your internal hard disk, another external hard disk or some other form of removable storage media. LaCie offers a complete line of CD and DVD drives. If you would like more information on backup, please refer to our website.

LACIE IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY, OR UNDER ANY LEGAL THEORY, INCLUDING LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH LACIE PRODUCTS EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states do not allow the exclusion or limitation of implied warranties or liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights, which vary from state to state.

Your opening of your package, your use of the product, or your return of the enclosed Registration Card acknowledges that you have read and agree to the terms of this Agreement. You further agree that it is the complete and exclusive state of the agreement between us and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this Agreement.

Read carefully all information related to warranty and precautions of use of your new LaCie product in the user manual.

For products purchased in the United States, you may contact LaCie at 7555 Tech Center Drive, Tigard, Oregon 97223 USA. Email: sales@lacie.com. Website: www.lacie.com. Customer service: 503-844-4503.

#### Service DOA

On rare occasions, a newly purchased LaCie product may be delivered in non-working order. We are working to avoid these issues, but unfortunately, these situations may arise from time to time. Within the 15 calendar days of purchase, should you experience an issue with your new LaCie product, we ask you to return the product to the place where it was originally bought. You will be required to give a proof of purchase.

# **Customer Warning**

Please be sure to back up your data before returning your drive to LaCie for repair. LaCie cannot under any circumstances guarantee the integrity of data remaining on a returned drive. We make no provisions for data recovery and cannot be held liable for any data loss on drives or media returned to LaCie.

All products returned to LaCie must be securely packaged in their original box and shipped with postage prepaid, except for Products registered under the Advance Care Option.

### NOTE TO AUSTRALIAN CUSTOMERS

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.

Contact us:

LaCie Australia, 6/151 Beauchamp Rd, Matraville NSW 2036 AUSTRALIA

Phone: 02 8063 3711 Email: info.au@lacie.com

For fast technical support, create a support ticket after registering your product at <a href="www.lacie.com/au/register">www.lacie.com/au/register</a>.