

LIMITED WARRANTIES AND RETURN POLICY

For the hardware, flash memory products, optical media products, silicone sealants or other products supplied by Advanced Media Inc(the “AMI”). or its subsidiaries ("Products") in the U.S. or Canada come with a 1-year; 2-year; or lifetime limited warranty as specified in the package of the Products, the invoice, or documentation accompanying the Products.

This limited warranty covers defects in materials and workmanship in the Products based on ordinary use.

This limited warranty does not cover:

- Software, including the operating system and software added to the Products
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- Problems that result from:
 - External causes such as accident, abuse, misuse, improperly adjusted or maintained drives, incompatible drives, incorrect environments or wear from ordinary use or problems with electrical power
 - Servicing not authorized by AMI
 - Usage that is not in accordance with product instructions
 - Failure to follow the product instructions or failure to perform preventive maintenance
 - Problems caused by using accessories, parts, or components not supplied by AMI.
- Products with missing or altered Service Tags or serial numbers
- Products for which AMI has not received payment

THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). AMI'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN PRODUCTS IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED.

AMI IS NOT LIABLE BEYOND THE REMEDIES SET FORTH HERIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, LOST PROFITS, LOSS OF BUSINESS, ITS BREACH OF THIS AGREEMENT OR THE PROVISION OF SERVICES AND SUPPORT. AMI WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT OR ON OUR WEBSITE TO THE CONTRARY, AMI IS NOT RESPONSIBLE FOR INFORMATION CUSTOMER PROVIDE TO US UNLESS CUSTOMER HAVE A SEPARATE WRITTEN AGREEMENT DULY EXECUTED BY AN AMI EXECUTIVE. CUSTOMER AGREE THAT FOR ANY LIABILITY ARISING FROM OR RELATED TO THE PURCHASE OF ANY PRODUCTS, AMI IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT CUSTOMER PAID AMI FOR THE RESPECTIVE PRODUCTS. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES STATED IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

The limited warranty on all Products begins on the date of the packing slip or the invoice. The warranty period is not extended if we repair or replace a warranted product or any parts. AMI may change the availability of limited warranties, at its discretion, but any changes will not be retroactive.

During the limited warranty period, we will repair any Products returned to us that prove to be defective in materials or workmanship. If we are not able to repair the Products, we will replace it with a comparable product that is new or refurbished.

If its warranty is still effective, when Customer contact us, we will issue a Return Material Authorization (“RMA”) Number for Customer to include with its return. Customer must return the Products to us with a copy of the order confirmation, invoice or packing slip within fifteen (15) days of receipt of the RMA number in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk if the Products is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to Customer if Customer uses an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the Products to Customer freight collect.

If we determine that the problem is not covered under this warranty, we will notify Customer and inform Customer of service alternatives that are available to Customer on a fee basis.

NOTE: Before Customer ship the Product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the Product(s). Remove any confidential, proprietary, or personal information. We are not responsible for any of its confidential, proprietary, or personal information; lost or corrupted data; or damaged or lost removable media.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to AMI, some of which were never used by a Customer. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited warranty for the Products Customer bought. AMI owns all parts removed from repaired Products.