Duration of warranty: This limited warranty applies only to the original end user customer of the product for so long as the original end user customer owns the product. This limited warranty is non-transferable. Warranty is null and void if there is physical damage present when the item is returned via RMA. ALL items returned to Wintec Industries are inspected and any physical damage will be discovered during this technical evaluation. Please do not return physical damaged product. \*Limited to 10 years in EMEA

# **Consumer Products**

## Limited Lifetime Warranty\*

- •AMPX, AMPO, Wintec Value
- •Wintec Memory Modules (DRAM)
- •Wintec FileMate MicroSD and SD

## **Five Year Warranty**

- •Wintec FileMate USB Flash Drives
- •FileMate CX Modem

## **Three Year Warranty**

- •FileMate Hard Drive Enclosures
- •Wintec Industries 2.5" SATA-III SSD

## **Two Year Warranty**

- •Wintec Display Adapter Cards (ADD2 Cards and HDMI cards)
- •Wintec Filemate SSD (ExpressCards and SSD Drives)\*\*
- •Wintec FileMate SolidGo Drive

•Wintec FileMate Compact Flash

### **One Year Warranty**

- •Wintec Branded Computer Systems (Desktops, Servers)
- FileMate MultiLink Adapters
- File Mate Notebook Coolers
- •FileMate Wireless Network Card
- •FileMate Keyboards
- •FileMate Mice
- FileMate Light Tablet PC
- FileMate Identity Tablet PC
- FileMate Joy Picture Frames
- FileMate Clear Tablet PC
- File Mate Bags and Sleeves

### **OEM Products**

Wintec Industries products with "W" leading part number

### Limited Lifetime Warranty\*

•Wintec Industries DRAM

### **Five Year Warranty**

Wintec Industries SLC Based Flash Products

- •CF
- •CFast
- •Embedded Disk Card

•Embedded USB

- MicroSD
- •Mini PCle
- •miniSD
- •mSATA
- PCIeDOM
- •SATA-DOM
- •SD
- •SlimSATA
- •USB
- •SSD

# **Three Year Warranty**

Wintec Industries MLC Based Flash Products

- •ATA SataDOM
- •CF
- •Embedded USB
- MicroSD
- •mSATA
- •SD
- •SlimSATA
- •USB
- •SSD

## Definitions

What is physical damage and is it covered under a product's original manufacturer's warranty?

Wintec FileMate products are intended to be delivered to our end users in a manner that ensures pride of ownership and satisfies their reasonable expectation that our products will function reliably. Like many manufacturers, Wintec provides a robust endorsement of our products to ensure that normal use is covered from defect and failure for varying periods of time, depending the product intended use and environment expected.

Wintec Industries maintains robust and readily available channels of communications via phone, email and web online access in order to receive end user requests for warranty services for our products.

Physical damage, including any modifications to original product creates a product condition that is not warrantied under the terms of normal product use. Product defects or failures to function correctly as manufactured are covered under the warranty terms. During ownership, users may incur damage to the product that voids our warranty from: (a) improper operation, storage, misuse or abuse, accident or neglect where inspection reveals cracks, fractures or distressed displays/glass or screens, deep scratches, dented corners, broken connectors or distressed connection ports, etc. ; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt, extreme heat or food; (c) use of the product or accessories for commercial purposes or subjecting the product or accessories to abnormal usage or conditions; or (d) other acts which are not the fault of Wintec Industries. If such condition(s) is/are found, exclude the product from warranty consideration.

Physically damaged and/or modified products are not covered by Wintec Industries' original warranty and will be returned to the originating owner noting the results of our RMA technical inspection. Please note that we are unable to repair or replace liquid-damaged products. Normal wear on product surfaces does not prevent us from processing a successful warranty claim.

Wintec Industries stands behind our valued customers and our warranty process and terms reflect this commitment. Please make sure as the end user, you take care of your FileMate product so we can make sure your product exemplifies the high quality response and value we have for all end users of Wintec FileMate products.

Wintec Industries, Inc. ("Wintec") warrants and tests the Product to be free from defects in material and workmanship and to conform to published specifications. During the warranty period, should the Product fail under normal use in the recommended environment due to improper workmanship or materials, Wintec Industries, Inc. will repair the Product or replace it with a comparable one.

This warranty is valid for a specific period from the date of purchase. Proof of date of purchase is required. Wintec will inspect the Product and make a decision regarding repair or replacement. Wintec reserves the right to provide a functional equivalent, or refurbished replacement Product.

This warranty does not apply to Product failure due to accident, abuse, mishandling, improper installation, alteration, acts of nature, improper usage, or problems with electrical power. In addition, opening or tampering with the product casing, or any physical damage, abuse or alteration to the product's surface, including all warranty or quality stickers, product serial or electronic numbers will also void the product warranty. Wintec is not responsible for any data recovery in the event of a defective flash memory. The Product must be used with devices that conform to the recommended industry standards. Wintec will not be liable for damages resulting from a third party device that causes the Product to fail.

Wintec shall in no event be liable for any consequential, indirect, or incidental damages, lost profits, lost revenues, lost business investments, lost goodwill, or interference with business relationships as a result of lost data or images. Wintec is also not responsible for damage or failure to any third party equipment, even if Wintec Industries, Inc. has been advised of this possibility. This limitation does not apply to the extent that it is illegal or unenforceable under applicable law.

The limited warranty is exclusive, with no other warranties, implied or statutory, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is not affected in any part by Wintec Industries, Inc. providing technical support or advice.

For print on insert cards please use above for the respective DRAM and Flash based manufactured consumer products.

### **Voiding of Warranty**

### All warranties are voided if any of the following occur:

- There is evidence of tampering or attempted repair of parts.
- Rework of any parts without written consent from Wintec,
- User abuse (e.g. broken handles or face plates/bezels),
- Accident
- Misuse
- Natural or personal disaster,
- Removal or defacement of the products' serial number from the products.
- Warranty for memory modules is void if label is removed.

• Using or operating product out of manufacture suggested specifications, ie. Overclocking. Warranty is also voided on products physically damaged through shipping and/or improper packing.

### **Refurbished Terms and Conditions**

Wintec Industries warrants that refurbished product to be free from defects in workmanship and materials for a period of three (3) months from the date of return. Refurbished products are covered under an exchange warranty for manufacturing defects (excluding power surges and/or electrical spikes). If the refurbished product fails during normal and proper use within the refurbished warranty period Wintec Industries will, at Wintec Industries' discretion replace the product with an exchanged product equivalent in performance and reliability. Refurbished products feature internal components that are not end user replaceable and therefore are warranted in the same manner as the complete unit.

### **Software Support**

Any software (if applicable) delivered with the refurbished product is provided "as-is". Wintec Industries does not guarantee uninterrupted or error-free operation of any software provided with the Product. If you have any software related technical problems when using your FileMate Product, we suggest you check the Quick Start Guide or Wintec Industries support web site to carry out preliminary trouble shooting.

# **Refurbished Shipping Terms**

The customer is responsible for sending their original or refurbished FileMate product as instructed to offer product for evaluation as part of the regular RMA process. Wintec Industries will cover the return shipping cost of sending back replacement or original items to the customer after service inspection and any necessary repairs or replacements, as applicable, to complete the warranty claim request.

# **Limitations of Liability**

If the product fails during normal and proper use within the warranty period, Wintec Industries will, at its discretion, replace the product with a like or similar item that is functionally equivalent to the originally supplied product during the warranty period defined for the model, using new or refurbished parts or units. If the product is replaced under warranty, the owner agrees that by submitting for warranty claim services, they will commend ownership of the replaced defective item as automatically transferred to Wintec Industries. All components repaired or replaced by Wintec Industries will be warranted for the remaining period of the warranty period started from the original date of purchase.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND WINTEC INDUSTRIES SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

IF THIS PRODUCT FAILS TO WORK AS WARRANTED ABOVE, THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND WINTEC INDUSTRIES' SOLE LIABILITY SHALL BE REPAIR OR REPLACEMENT. ALL WINTEC INDUSTRIES' WARRANTY TERMS AND AGREEMENTS ARE NON-TRANSFERABLE AND ONLY APPLY TO THE ORIGINAL UNIT AND ORIGINAL PURCHASER. WINTEC INDUSTRIES IS NOT LIABLE FOR A CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

## **Exclusions from this Limited Warranty Service**

Wintec Industries does not warrant uninterrupted or error-free operation of this Product. Any technical or other support provided for the Product under warranty, such as assistance via telephone with "how-to" questions and support regarding product setup and information will be provided without warranties of any kind.

The Product Warranty only covers failures or malfunctions that occurred within the warranty period with normal and proper use. The warranty will not apply if: a.The serial number of the FileMate product, components or accessories has been altered, cancelled, removed, or otherwise not valid as Wintec Industries.

b.The product has been tampered with, repaired and/or modified by non-authorized personnel.

c.The product warranty seals have been broken or altered.

d.There is damage caused by natural disaster, intentional or unintentional misuse, abuse, neglect, acts of war, improper maintenance, or use under abnormal conditions.

e.There is damage caused by accidental drops, spills, fire, or power surges.

f.There is damage from improper installation, improper connection, or use of parts and/or components not manufactured or sold by Wintec Industries.

g. There is damage from use outside of the operation or storage parameters or environment detailed in the Quick Start Guide or reasonably acceptable for similar product usage models deemed industry standard best practices.

h.There is damage from third party software or from virus(es) from items downloaded unto the FileMate product.

Wintec Industries is not responsible for: •Software loss or data loss that may occur during the repair or replacement of the FileMate Product (if applicable).

•Damage to or loss of any program, data, or removable storage media.