

# Limited Warranty

(DapuStor Enterprise NVMe SSD Series Product)

## Warranty Claim

DapuStor Corporation (hereinafter referred to as “DapuStor”) shall not be liable for any loss of data (including loss, deletion, corruption or tampering) resulting from any failure of “DapuStor Enterprise NVMe SSD Series Product” (hereinafter referred to as “product”) used in this “Limited Warranty”, whatever the reason is. Furthermore, you agree to keep a certified backup of all data on this product to prevent data loss. DapuStor disclaims any representation that it will be able to repair any DapuStor product under this Limited Warranty or replace the DapuStor product without risk to or loss of data stored on the DapuStor product.

To the extent permitted by law, this Limited Warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. DapuStor disclaims all statutory and implied warranties, including without limitation, warranted of merchantability and fitness for a particular purpose and warranties against hidden or latent defects. To the extent permitted by law, in so far as such warranties cannot be disclaimed, DapuStor limits the duration and remedies of such warranties to the duration of this express warranty. No DapuStor reseller, agent, or employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Except as provided in this Limited Warranty and to the maximum extent permitted by law, DapuStor is not responsible for direct, special, incidental, or consequential damages resulting from any breach of warranty or condition. Or under any other legal

theory, including but not limited to loss of use, loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts), loss of the use of money, loss of goodwill, loss of business, loss of the use of money, loss of anticipated savings, loss of reputation, loss of any indirect or consequential damage to compromise or corruption of data, loss or damage howsoever caused including the replacement of equipment and property, and costs of recovering, programming, or reproducing any program or data stored in or used with the DapuStor product or any failure to maintain the confidentiality of the information stored in the DapuStor product. The foregoing limitation shall not apply to death or personal injury claims, or any statutory liability for intentional and grossly negligent acts and/or omissions.

DapuStor warrants to the purchasers (hereinafter referred to as “You”) of the product with original sealed package as following: under the premise that(1) the product is used normally in accordance with product specification or DapuStor’s instruction; and(2)the “Integrated temperature of SMART information” doesn’t reach or exceed the designated values listed in “Appendix-Limited Warranty Specification” hereinafter , there will be no obvious defects in materials and manufacturing process, from the date that you sign for the product with the original sealed package to the date that comes earlier between the following two cases:

(a) from the date that you sign for the product with the original sealed package to the expiration date of the five-year warranty period;

(b) from the date that you sign for the product with the original sealed package to the date that the value of “Estimated Used Percentage” measured by standard NVMe-Cli tool has reached or exceeded 100%, or, from the date that you sign for the product with the original sealed package to the date that the product has reached or exceeded its TBW (Total Bytes Written) threshold. You can refer to the data of the product data sheet [through www.dapustor.com](http://www.dapustor.com) to calculate the TBW.

Note: If you can’t provide relevant proof for the date of receipt, the warranty period shall commence running from ninety(90) days following the Production Date.

## Remedy

If the product fails to meet the above warranty terms upon DapuStor's confirmation, DapuStor may reasonably select one of the following remedial measures:

- (a) Repair the hardware and/or update the software of the product;
- (b) Replace the product with another new or refurbished product of the same capacity;
- (c) Were it unable to repair or replace the product, a refund will be made according to the current market price of the product when the warranty service request is made.

Please ensure that you have backed up the data, and have deleted the confidential, proprietary or personal information, etc. contained in the product before you send back the product to DapuStor in case of repair or replacement, DapuStor shall not be liable for any loss, deletion, corruption or tampering of the data resulting from that.

## Extent of Limited Warranty

The Limited Warranty does NOT cover any case of the following:

- (a) The product is not appropriately used according to the product specification or DapuStor's instruction;
- (b) Any failure or defect resulted from the use of any third party's product, software or component;
- (c) Any failure or defect due to external causes, including your improper installation, improper use, maintenance unauthorized by DapuStor (including upgrades and expansions), and other personal reasons (physical damage caused by improper storage, negligence of operation, improper testing, etc.);
- (d) Any costs incurred in the upgrading, repairing or replacing of the product, including but not limited to: installation costs, unloading costs, labor costs and other related expenses.
- (e) Other defects that are not caused by DapuStor, including the failure caused by using non-original parts, and the failure caused by incompatibility with software or hardware of the third-party;
- (f) The use of the product reaches its write endurance limit, such as the TBW thereof.

## Warranty Service

You may contact your place of purchase, or contact DapuStor FAE by calling FAE Tel 400-9938-968, or by service email [fae@dapustor.com](mailto:fae@dapustor.com) during business days to request warranty service. Only the purchasers whose products are purchased in mainland China through DapuStor's authorized general agent and distributors can get the limited warranty service in mainland China. Purchasers whose products are purchased in other countries or regions through DapuStor's authorized general agent and distributors shall only request the limited warranty service locally or you can contact your place of purchase for further information. The detailed procedure is listed as follows:

1. Contact DapuStor FAE and provide them with the following detailed information:
  - (a) your contact details;
  - (b) proof of purchase;
  - (c) the detailed information of the product purchased;
  - (d) an explanation of the problem (including photos, pictures, etc.);
  - (e) more information if necessary.
2. DapuStor FAE will make preliminary confirmation according to the detailed information you provided, if it is confirmed that the software has a problem, the software will be first upgraded online (DapuStor FAE will upgrade the software online or DapuStor FAE will guide you to upgrade the software online).
3. If the problem cannot be solved after the online software upgrade, or the problem is preliminarily verified that it is induced from the hardware, replacement will be made under mutual consent. Then DapuStor will send you the RMA instructions, you shall return the product as soon as possible after you receive the RMA instructions. DapuStor will send back the repaired or replaced product in a timely manner for free after the problematic product is returned.

Any and all disputes arising under or related to this Limited Warranty shall be governed by the laws of the People's Republic of China.

## Appendix-Limited Warranty Specification

The table below defines the designated values of the “Integrated temperature of SMART information” of “DapuStor Enterprise NVMe SSD Series Product”:

Product Name	Form Factor	Warranty Temperature Limit	Reported by	Commands Used
<b>Haishen3 Enterprise NVMe SSD Series Product</b>	AIC, U.2	Sensor0 348K (75°C); Sensor1 373K (100°C); Sensor2-5 average 348K (75°C).	Log Page Identifier Log ID=0xCA,Byte [7:6],[1:0] “Highest Temperature Kelvin” Equaling or Exceeding 358K; Log ID=0xCA,Byte [15:14], “Highest Temperature Kelvin” Equaling or Exceeding 393K	Linux: nvme get-log /dev/nvme0n1 -i 0xca -l 64 -s 1 or nvme dapu get-selfDefineSmartInfo /dev/nvme0 -H
<b>Haishen3-XL Enterprise NVMe SSD Series Product</b>	AIC, U.2	Sensor0 348K (75°C); Sensor1 373K (100°C); Sensor2-5 average 348K (75°C).	Log Page Identifier Log ID=0xCA,Byte [7:6],[1:0] “Highest Temperature Kelvin” Equaling or Exceeding 358K; Log ID=0xCA,Byte [15:14], “Highest Temperature Kelvin” Equaling or Exceeding 393K	Linux: nvme get-log /dev/nvme0n1 -i 0xca -l 64 -s 1 or nvme dapu get-selfDefineSmartInfo /dev/nvme0 -H