

## 3 Year Limited Hardware Warranty

### Version 1.0

This non-transferable (3) Three-year limited hardware warranty agreement is between the original buyer (“**Buyer**” or “**you**”), and Blancco Technology Group (BTG) Affiliate that is contracting with you as indicated in the relevant purchase order or invoice (“**Blancco**”), and begins upon the date of original purchase as evidenced by your packing slip or invoice.

Unless otherwise stated in the relevant purchase order or invoice, immediately below is the name of the BTG Affiliate that is contracting with you based on the country or Blancco’s sales region where you are located:

#### **AMERICAS**

*United States: In case of Erasure related products, your agreement is with Blancco US LLC, a company incorporated under the laws of the State of Delaware, USA. In case of SmartChk related products, your agreement is with Xcaliber Technologies LLC, a company incorporated under the laws of the State of Delaware, USA.*

*Canada: Your agreement is with 7755473 Canada Inc, a company incorporated under the laws of Canada*

*Mexico, Central America and South America: Your agreement is with Software Blancco S.A. de C.V, a company incorporated under the laws of Mexico*

#### **EMEA**

*Germany, Switzerland, Austria and Poland: Your agreement is with Blancco Central Europe GmbH, a company incorporated under the laws of Germany*

*Finland and rest of EMEA: Your agreement is with Blancco Oy Ltd, a company incorporated under the laws of Finland*

*Sweden, Denmark and Norway: Your agreement is with SFÖ - Mjukvaruprodukter för dataradning AB, a company incorporated under the laws of Sweden*

*France: Your agreement is with Blancco France SAS, a company incorporated under the laws of France*

*Netherlands, Belgium, Luxembourg, Spain, Portugal and Italy: Your agreement is with Blancco Software Nederland, a company incorporated under the laws of Netherlands*

*UK: Your agreement is with Blancco UK Limited, a company incorporated under the laws of England & Wales*

#### **ASIA**

*Japan and South Korea: Your agreement is with Blancco Japan Inc, a company incorporated under the laws of Japan*

*Malaysia and rest of Asia: Your agreement is with Blancco SEA Sdn Bhd, a company incorporated under the laws of Malaysia*

*India: Your agreement is with Blancco Diagnostics (India) Private Limited, a company incorporated under the laws of India*

*Australia and New Zealand: Your agreement is with Blancco Australasia Pty Limited, a company incorporated under the laws of Australia*

*Singapore: Your agreement is with Blancco APAC PTE, Limited, a company incorporated under the laws of Singapore*

**"Affiliates"** means, with respect to BTG, any corporation or other business entity controlled by, controlling or under common control with BTG; whereby “control” means the direct or indirect ownership of more than 50% (fifty percent) of the equity interest in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

**"Product"** means hardware product(s) manufactured or assembled by Blancco, and purchased by the Buyer as indicated in the purchase order or invoice.

## 1. Terms

The Buyer will make payment in full for the (3) Three-year limited hardware warranty at the time of the original purchase. The Buyer is expected to use the Product for its intended purpose and provide reasonable care.

Blancco warrants its Products to be free from defects in material and workmanship during the warranty period from the original date of purchase. Additionally, all software maintenance updates when applicable are provided at no cost for the length of the warranty period from the original date of purchase.

### ***What is covered?***

This limited hardware warranty covers defects in materials and workmanship in the Products. During the warranty period, Blancco will make hardware replacement for components that fail such as, but not limited to, memory, motherboard, power supply, network card because of no fault to Buyer.

### ***What is not covered?***

This limited hardware warranty does not cover:

- Non Blancco-branded products and accessories.
- Problems that result, directly or indirectly, from:
  - Normal wear and tear, freight damage or equipment alteration.
  - External causes such as accident, abuse, misuse or problems with electrical power.
  - Servicing or modification of the Product not authorized by Blancco.
  - Usage that is not in accordance with product instructions.
  - Failure to follow the product instructions and/or improper installation.
  - Failure to perform recommended preventive maintenance.
  - Using accessories, parts or components not supplied by Blancco.
  - Expendable or consumable parts such as cables, adapters or connectors due to wear and tear. Manufacturer defect upon delivery is an exception.
- Products with missing or altered service tags or serial numbers.
- Products for which Blancco has not received payment.
- Damage or failures caused by conditions beyond Blancco's control such as rust, corrosion, negligence, acts of God.
- Damages or defects caused by your own installation of Blancco-approved parts if available for your product in the servicing country or region.
- Theft.
- Loss or damage in transit.
- Connection of the Product to the damaged, broken or defective componentry (e.g. defective hard drives) can result in physical damage to the Product, which is not covered under this limited warranty. Buyer should inspect the condition of all components that are connected to the Product.

## 2. Technical Support

Blancco will provide technical support in accordance with Blancco's support services policy ("Support Services Policy") in effect at the time of the services. Request for technical support can be initiated through <https://support.blancco.com/>. Support Services Policy shall be available at <https://support.blancco.com/> or such other website address as may be notified to you from time to time.

## 3. Repairs

Blancco will do major warranty repairs, including but not limited to the replacement of the motherboard assembly, at any of Blancco's facility at its sole discretion. Blancco will pay for all service labor and parts. The Buyer will be responsible for requesting a Return Material Authorization (RMA) number from Blancco, crating the product, prepaying the shipping charges and insuring the shipment or accepting the risk of damage or loss in transit to Blancco's facility. Blancco will pay for the return shipment of the Product to the Buyer's facility within the country of purchase, as indicated in the purchase order or invoice.

Blanco may, at its sole discretion, request the Buyer to make minor repairs at the Buyer's facility, including but not limited to replacement of backplanes, cables, or other small components. Blanco will provide all necessary minor repair parts and technical consultation from the factory at no charge. Defective parts must be returned intact to the factory supported by a factory issued Return Material Authorization (RMA) number.

All components and parts removed by Blanco under this warranty become the property of Blanco. In the unlikely event that the Product has recurring failures, Blanco, at its sole discretion, may elect to provide you with a replacement unit of Blanco's choice that is the same or equivalent to your product in performance.

Blanco will be solely responsible for determining what qualifies as major or minor repairs.

#### **4. Material Return**

Any Product being returned to Blanco, either by a distributor, dealer or an end user, for repair or replacement must be accompanied by a Return Material Authorization (RMA) number, which must be obtained from Blanco by contacting Blanco Technical Support via <https://support.blancco.com/> before the shipment.

**All returned parcels must include an RMA number issued by Blanco.**

When requesting an RMA number, please provide the Blanco Hardware Part Number(s) and your return "Ship To" address.

Returned material must be properly packed to avoid in-transit damage. Blanco is not liable for any damage to products or parts during the transit from the Buyer or to the Buyer or for any damage caused due to improper packaging.

Blanco will, at its sole discretion, determine if a Product is valid for return to Blanco or if another remedy is applicable. Actual credit or refund for any item returned to Blanco will only be applied once the item has been received by Blanco and approved to adhere to Blanco's Warranty and RMA policies.

#### **5. Service Contract Limitations**

Some states or countries do not allow the following exclusions or limitations, so these exclusions and limitations may be limited in their application to you.

a. **Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF BLANCCO, IF ANY, FOR ANY ALLEGEDLY DEFECTIVE COVERED PRODUCT OR PART SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT OR PART AT BLANCCO'S OPTION, AND THE LIABILITY OF BLANCCO, IF ANY, FOR DAMAGES RELATING TO ANY DEFECTIVE COVERED PRODUCT OR PART SHALL NOT EXCEED YOUR PURCHASE PRICE FOR THE PRODUCT OR PART IN QUESTION. IN NO EVENT WILL BLANCCO BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RELATING DIRECTLY OR INDIRECTLY TO THIS CONTRACT.

b. **Warranty limitation.** BLANCCO'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. BLANCCO DOES NOT WARRANT THAT THE OPERATION OF THE BLANCCO HARDWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS 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. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, BLANCCO DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS.

c. **Data.** BEFORE RETURNING ANY BLANCCO HARDWARE PRODUCT FOR SERVICE, BE SURE TO BACK UP DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY, OR PERSONAL INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, BLANCCO IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY

DATA, RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY BLANCCO WHEN THE BLANCCO HARDWARE PRODUCT IS MANUFACTURED, SUBJECT TO ANY APPLICABLE UPDATES.

d. **Renewals.** Blanco is not obligated to renew your contract. You may contact Blanco for any renewal request prior to expiry of the current warranty term.

e. **Consumer's Promises and Assurances.** In order to keep this contract in force during its term, Buyer promises and assures full cooperation with Blanco, technicians and authorized service centers during diagnosis and repair of the covered Product.

f. **Exclusion of Third Party Rights.** This warranty is for the benefit of the Buyer and any permitted transferee at Blanco's discretion and no rights or benefits will be given to any other third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply.

## 6. Governing Law and Jurisdiction

This contract shall be interpreted and governed in accordance with the laws of the country where Blanco is incorporated without regard to conflict of law principles. All rights, duties, and obligations are subject to the competent courts of the country where Blanco is incorporated and the parties hereby submit to the exclusive jurisdiction of such courts.