

Crucial Legal Terms and Warranty

The products on this website are provided by Micron Consumer Products Group (Micron CPG). By purchasing any of these products, Customer agrees to the terms and conditions set forth below.

1. Critical Components and Critical Applications. CUSTOMER ACCEPTS ALL LIABILITY FOR USE OF MICRON CPG PRODUCTS IN LIFE SUPPORT DEVICES OR SYSTEMS OR IN ANY OTHER CRITICAL APPLICATIONS. MICRON CPG PRODUCTS ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS OR OTHER CRITICAL APPLICATIONS. Life support devices or systems are those which are intended to support or sustain life and whose failure to perform can be reasonably expected to result in a significant injury to the user. Critical components are those whose failure to perform can be reasonably expected to cause failure of a life support device or system or affect its safety or effectiveness. Critical applications are those applications in which failure of the Micron CPG product could result directly or indirectly in death, personal injury, or severe property or environmental damage. CUSTOMER ACKNOWLEDGES THAT ALL SEMICONDUCTOR PRODUCTS EXPERIENCE FAILURE RATES, WHICH MAY VARY ACCORDING TO USE CONDITIONS AND OTHER CIRCUMSTANCES. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER IS RESPONSIBLE FOR ALL DESIGN DECISIONS REGARDING CUSTOMER'S PRODUCTS AND IS SOLELY RESPONSIBLE TO IMPLEMENT SAFETY MEASURES TO GUARD AGAINST THE POSSIBILITY OF INJURY OR DAMAGE IN THE EVENT OF A FAILURE OR MALFUNCTION OF A MICRON CPG PRODUCT USED IN A CUSTOMER PRODUCT OR SYSTEM. SHOULD CUSTOMER PURCHASE OR USE MICRON CPG PRODUCTS FOR ANY CRITICAL APPLICATION, CUSTOMER SHALL INDEMNIFY AND HOLD MICRON CPG HARMLESS AGAINST ALL CLAIMS, COSTS, DAMAGES AND EXPENSES AND REASONABLE ATTORNEYS' FEES ARISING OUT OF, DIRECTLY OR INDIRECTLY, ANY CLAIM OF PRODUCT LIABILITY, PERSONAL INJURY, OR DEATH ARISING IN ANY WAY OUT OF USE OF MICRON CPG PRODUCT IN A LIFE SUPPORT DEVICE OR SYSTEM OR OTHER CRITICAL APPLICATION.

2. Export Controls. Customer is responsible for complying with all applicable export control laws and regulations with respect to the re-export, shipment, transfer, or use of the products. Customer will not provide products to entities or individuals that are prohibited from receiving such products under

applicable laws, including the laws of the United States. A current list of such prohibited entities under U.S. law is available at the following link: http://2016.export.gov/ecr/eg_main_023148.asp. Customer will not export, re-export, or transfer products as follows, unless it has authorization to do so under any applicable export control and sanctions laws of the United States:

- i. To the Crimea Region, Cuba, Iran, North Korea, Syria, or any other country sanctioned or embargoed under U.S. law, or any nationals of such countries;
- ii. For military end-uses or military end-users restricted under United States laws; and
- iii. For uses in connection with chemical, biological, or nuclear weapons, or missiles capable of delivering such weapons.

3. Assignment. Customer may not assign its rights or obligations hereunder without Micron CPG's prior written approval.

4. Authorized Retailer. Micron Authorized Retailer Purchase Terms and Conditions may be found at the following link:
<https://assets.microncpg.com/content/dam/micron-cpg-corporate/documents/legal-documents/authorized-retailer-purchase-terms-and-conditions/micron-authorized-retailer-purchase-terms-and-conditions.pdf>.

5. Warranty. Unless otherwise prohibited by law, the warranties set forth below cover only Crucial-branded or Ballistix® memory products purchased in its original packaging from Crucial.com, Micron CPG, its subsidiaries, or its authorized resellers. Because Micron CPG cannot guarantee the level of quality in products sold outside of its authorized distribution channels, the warranties detailed below are not applicable to Crucial-branded or Ballistix memory products purchased from unauthorized third-party resellers.

i. Limited Lifetime Warranty* – Crucial Memory.

Micron CPG warrants to the original end customer that its Crucial-branded memory products are free from defects in material and workmanship affecting form, fit, and function. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who originally purchased such product and only while such customer owns such product. Micron CPG, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron CPG to be defective during the warranty period.

With respect to Crucial Ballistix memory products, Micron CPG warrants to the original end customer that its products are free from defects in material and workmanship affecting form, fit, and function. All such products sold will meet the datasheet specifications as found on its web page (www.crucial.com/ballistix). Any claim made alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who originally purchased such product and only while such customer owns such product. Micron CPG, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron CPG to be defective. Some system configurations may not be designed to operate or may not operate at the published Crucial Ballistix memory speed and timing settings. Overclocking, running a system faster than the speed for which it was designed or the published speed, or otherwise modifying the system timing may result in damage to computer components, and Micron CPG disclaims any and all liability for such damage.

* Limited lifetime warranty is limited to 10 years from purchase in Germany.

ii. Limited Ten-Year Warranty – Crucial® Basics Memory

Micron CPG warrants to the original end customer that its Crucial-branded Basics memory products are free from defects in material and workmanship affecting form, fit, and function. Any claim alleging that any product fails to conform to the foregoing warranty must be made within ten (10) years from the original date of purchase, and Micron CPG shall have no liability thereafter. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who originally purchased such product and only while such customer owns such product. Micron CPG, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron CPG to be defective during the warranty period.

iii. Limited Three Year Or Limited Five Year Warranty – Crucial® SSDs

Micron CPG warrants to the original end customer that its Crucial-branded solid state drive products are free from defects in material and workmanship affecting form, fit and function. For SSD products sold on or before August 28, 2017, any claim must be made within three (3) years from the original date of purchase, and Micron CPG shall have no liability thereafter. For SSD products sold after August 28, 2017, any claim must be made within three (3) years or

within five (5) years, depending on applicable warranty period for the SSD product purchased, from the original date of purchase or before writing the maximum total bytes written (TBW) as published in the product datasheet and as measured in the product's SMART data, whichever comes first. Micron CPG shall have no liability thereafter. If there are multiple versions of a product datasheet and the TBW measurement changes between versions, the warranty shall default to the version that was valid at time of purchase. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who originally purchased such product and only while such customer owns such product. Micron CPG, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron CPG to be defective during the warranty period.

iv. Limited One Year Warranty – Crucial® Factory Recertified SSDs

Micron CPG warrants to the original end customer that its Crucial-branded factory recertified solid state drive products are free from defects in material and workmanship affecting form, fit and function. Any claim must be made within one (1) year from the original date of purchase, and Micron CPG shall have no liability thereafter. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who originally purchased such product and only while such customer owns such product. Micron CPG, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron CPG to be defective during the warranty period.

v. Information on Warranty Replacements

Products presented for repair or replacement may be replaced by refurbished products of the same type rather than being repaired. Refurbished parts may be used to repair the products. Please ensure that you have saved the data stored on the product elsewhere and then delete all such data from the product prior to returning it for repair, replacement, refund or in-store credit.

You must have proof of purchase and obtain warranty service authorization from Micron CPG, including a Return Materials Authorization (RMA) number within the applicable warranty period before returning defective products to Micron CPG.

vi. Inspection and Return Procedures

If you experience any problems with a Crucial memory product or SSD within 30 days of purchase, please contact the place of purchase for return procedures. If you purchased the product directly from Micron CPG, inspect the product within 45 days of receipt (30 days for factory recertified SSDs), such period being a reasonable period to examine the product for defects or shortfalls, and notify Micron CPG promptly of any nonconformance. Failure to notify Micron CPG or the original retailer within the above time periods will constitute acceptance of the product for all purposes. No product may be returned for any reason without obtaining an RMA number from Micron CPG. You are responsible for returning the product to Micron CPG at your risk and expense. You are responsible for any duties and taxes due on replacement product sent from Micron CPG. Refunds are only applicable to new product purchased directly from Crucial.com and within 45 days of purchase (30 days for factory recertified SSDs) for new memory or new SSDs.

To obtain an RMA number for your defective product, use the chart below to find your region-specific website (RMA website) where you can quickly get an RMA number. You can also obtain an RMA number by contacting a customer service representative, but you will receive the fastest possible service online.

Once you have an RMA number, package your defective product according to the instructions in the section below (“How the Return Process Works”). Any return of the product (with proof of purchase) should be made in a timely manner and at your expense.

	COUNTRY	RMA WEBSITE
AMERICAS	U.S. and Canada	crucial.com/returns
	All others	
Europe	U.K.	uk.crucial.com/returns
	France	crucial.fr/returns
	Germany	crucial.de/returns
	Italy	it.crucial.com/returns
	Spain	crucial.es/returns
	All others	eu.crucial.com/returns
Asia Pacific	India	crucial.in/support/service-center

	China	contact your local authorized Crucial dealer for the product.
	Japan	
	All others	
	Australia ** and New Zealand	Contact your local authorized Crucial dealer for the product. If purchased directly from Crucial.com, go to: crucial.com/returns

**For Products Purchased in Australia: Our products 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 products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure. The benefits under our limited warranty are in addition to the other rights and remedies under applicable law in relation to the products. If you believe you have a claim under this limited warranty or any mandatory statutory guarantees or warranties, you should contact your local authorized Crucial dealer from which you purchased. If purchased directly from Crucial.com, go to: crucial.com/returns.

vii. How the Return Process Works

Ship the product in question to Micron CPG in its original packaging and enveloped in the original antistatic bags (product to be shipped at your expense). Micron CPG will not be responsible for damaged parts if you don't follow this process. Please retain shipping information, including tracking numbers, until your account has been credited by DR Globaltech, Inc., or replacement product is received. If Micron CPG determines that failure of the product was not a result of a defect in materials or workmanship, Micron CPG reserves the right to charge you either (1) for parts and labor at Micron CPG's then-current labor rate or (2) a 20% restocking fee. Micron CPG will advise you prior to assessing these charges. Any product returned to Micron CPG shall become the property of Micron CPG.

Returned products must be shipped prepaid and packaged appropriately (at your expense), and it is recommended that they be insured or sent by a method that provides for tracking of the package. Micron CPG is not responsible for any product that is lost or damaged in transit.

6. General Terms.

EXCEPT AS EXPRESSLY STATED IN THESE TERMS, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED TERMS OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND CONFORMITY TO MODELS OR SAMPLES. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT MICRON CPG DOES NOT WARRANT THAT THE PRODUCT IS FREE OF CLAIMS OF PATENT OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT BY ANY THIRD PARTY. MICRON CPG HEREBY DISCLAIMS ANY SUCH WARRANTY OR INDEMNIFICATION AGAINST SUCH INFRINGEMENT. EXCLUDING CASES WHERE LIABILITY MAY NOT BY LAW BE LIMITED OR EXCLUDED, TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL MICRON CPG OR ANY AFFILIATE BE LIABLE, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, FOR ANY LOST IMAGES, DATA, REVENUE OR PROFIT, OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES OF ANY KIND. IF ANY EXCLUSION, DISCLAIMER OR OTHER PROVISION IS HELD INVALID FOR ANY REASON AND MICRON CPG OR AN AFFILIATE BECOMES LIABLE FOR LOSS OR DAMAGE THAT COULD OTHERWISE BE LIMITED, THAT LIABILITY, WHETHER IN CONTRACT, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) WHICH CAUSED THE LOSS OR DAMAGE. Some jurisdictions do not allow for the exclusion or limitation of any warranties or conditions (including those implied by law or guaranteed by statute), so the above limitation may not apply to Customer. Customer may also have other rights in addition to this warranty. This limitation does not affect Customer's statutory rights.

Micron CPG reserves the right to substitute functionally equivalent new or serviceable used parts.

The above warranty covers only defects arising under normal use and does not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature or improper installation or repairs made by anyone other than Micron CPG or a Micron CPG-authorized third party service provider.

The foregoing limitations will apply even if any warranty or remedy provided under this agreement fails of its essential purpose. Some jurisdictions do not

allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Customer's remedies set forth herein are exclusive and in lieu of any other remedies available to Customer, whether provided at law, equity, or otherwise. This agreement shall be binding upon the heirs, successors, and assignees of the parties hereto. If any provision of this agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

This agreement is governed by the laws of the State of Idaho, without regard to its conflict or choice of law provisions. The 1980 United Nations Convention on contracts for the international sale of goods shall not apply to this agreement. Customer acknowledges and agrees that Idaho is an appropriate place for venue of any litigation and that Idaho courts have exclusive jurisdiction over this agreement and Customer.