

# KIOXIA Products Warranty Statement (Update as of Sep 25, 2024)

Regarding the products of EXCERIA HIGH ENDURANCE microSDHC/microSDXC card, please read "[KIOXIA Products Warranty Information for EXCERIA HIGH ENDURANCE microSDHC/microSDXC card](#)".

1. KIOXIA Singapore PTE. LTD. ("KIOXIA") warrants to the original end user purchaser ("You") of KIOXIA Products (the "Product") that the Product will

1. i) be free from material defects in manufacture and workmanship,
2. ii) conform to KIOXIA's published product specifications, and
3. iii) fit for normal use in accordance with published instructions during the warranty period labeled on package of the Product or [List of Warrantable Products](#) ("Warranty Period") from the date of purchase.

If the Product purchased by You fail to i), ii) or iii) described above, KIOXIA will replace the Product with another Product with the same part number or equivalent Product (the "Replacement Product") free of charge, subject to the conditions stated herein.

To make a warranty claim, please contact customer service, the shop or retailer from which You have purchased the Product, provide them with proof of purchase showing the part number labeled on package of the Product or on the Product itself.

2. This Warranty applies to the Product listed in [Warrantable Product List](#) only.

Please be aware that there may be cases where parallel imports of KIOXIA products shipped to countries or regions outside of the destinations intended by KIOXIA ("Parallel Imports") are marketed. Such Parallel Imports are not covered under warranty by KIOXIA. Please contact the dealer or retailer from which you have purchased such Parallel Imports for available warranty, if any.

Please be aware that there may be cases where counterfeit goods, including but not limited to goods that infringe KIOXIA trademarks or patents ("Counterfeit Goods"), are marketed. Such Counterfeit Goods are not covered under warranty by KIOXIA. Please contact the dealer or retailer from which you have purchased such Counterfeit Goods for available warranty, if any.

3. IN NO EVENT SHALL KIOXIA'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES IN CONNECTION WITH THIS WARRANTY EXCEED THE PURCHASED PRICE WITH WHICH YOU PURCHASED KIOXIA PRODUCTS.

4. PRODUCT IS NEITHER INTENDED NOR WARRANTED FOR USE IN EQUIPMENTS OR SYSTEMS THAT REQUIRE EXTRAORDINARILY HIGH LEVELS OF QUALITY AND/OR RELIABILITY, AND/OR A MALFUNCTION OR FAILURE OF

WHICH MAY CAUSE LOSS OF HUMAN LIFE, BODILY INJURY, SERIOUS PROPERTY DAMAGE AND/OR SERIOUS PUBLIC IMPACT ("UNINTENDED USE"). Please make sure that consumer do not use or otherwise make available the Product for Unintended Use. Except for specific applications as expressly stated in this document, Unintended Use includes, without limitation, equipment used in nuclear facilities, equipment used in the aerospace industry, lifesaving and/or life supporting medical equipment, equipment used for automobiles, trains, ships and other transportation, traffic signaling equipment, equipment used to control combustions or explosions, military equipment and safety devices.

5. This Warranty does not apply:

1. A) if You cannot show part number of the Product or present proof of purchase of the Product,
2. B) if the purchase date or the part number of the Product is missing or has been falsified,
3. C) to the Product that is unable to be identified as KIOXIA's Product.
4. D) to failure or damage caused by physical damage, Your improper handling or storage of the Product,
5. E) to failure or damage caused by abuse, misuse, alternations, modifications or repair by You or unauthorized third parties,
6. F) to failure or damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; fire, salt, gas, earthquake, lightning, wind, hurricane, typhoon, flood, other natural disasters, condensation, surge, abnormal voltages, any other external causes, or use of the Product outside the operating environments;
7. G) normal wear and tear including but not limited to scratches, dents or damage on coatings, platings or plastic of the Product, or
8. H) to failure or damage caused by or in connection with the following uses, applications or devices:

1. 1. continuous recording devices such as in-car recording devices, dashboard cameras, black box cameras, security/surveillance cameras; and continuous data logging devices such as servers,
  2. 2. display devices that loop audio, image or video such as digital signage,
  3. 3. uses as components incorporated into or containing in a devices or equipment,
  4. 4. industrial uses, or
  5. 5. any other uses in a device or equipment exceeding the maximum ratings for the devices or equipment,
9. I) to uses in or with devices on which manufacturer's warranty is void or not offered, such as scratch-built, home-built or self-made, or,
  10. J) to damage caused by any other events not attributable to KIOXIA.

## 6. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, KIOXIA ASSUMES NO RESPONSIBILITY OR LIABILITY

WHATSOEVER, INCLUDING BUT NOT LIMITED TO:

1. A) any damage caused by fire, earthquake, third-party action, or any other such eventuality, and for any damage due to the intentional, negligent, incorrect, or improper use of the Product under abnormal conditions,
  2. B) ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS, CLAIMS FROM THIRD PARTIES RESULTING FROM YOUR USE OR FROM YOUR INABILITY TO USE THE PRODUCT,
  3. C) damage resulting from Your failure to follow published instructions
  4. D) any loss, leakage or corruption of any data caused by or relating to Your use of the Product, (In no event shall KIOXIA offer any data recovery service.)
  5. E) any damage caused by malfunction or any other problems resulting from the use of the Product in combination with a device or software.
7. The warranty period of the Replacement Product is thirty (30) days from the date of replacement or the remainder of the original Warranty Period of the Product, whichever longer.
8. This Warranty gives You specific legal rights. National and local laws may grant You other rights that are not affected by this Warranty.

Sep. 25, 2018  
Ver. 1.0 (The first edition)  
Sep 25, 2024  
Ver. 5.0