

Embedded

Warranty

Kingston Digital, Inc. ("Kingston") warrants that its entire line of embedded products is free from material defects in workmanship and materials, under normal use and service, for the applicable warranty term described below. The term "embedded products" includes eMMC, eMCP and MCP (hereinafter collectively referred to as "Product" or "Products"). This Warranty covers each Kingston Product for one (1) year from the date of shipment ("Warranty Period"). Kingston will, at its own discretion, repair or replace any product that does not operate as warranted with a similar or functionally equivalent product, or credit Customer's account with an amount equal to the price paid for any such Product which fails during the applicable Warranty Period. Kingston will have a reasonable time to repair or to replace any defective Product returned under the Warranty or to credit Customer's account.

By agreeing to the terms of the business-to-business commercial contract for the purchase of Products to which this Warranty is attached, the OEM customer ("Customer") is entitled to the Warranty as set forth herein. To receive the benefit of this Warranty, (i) Customer must follow Kingston's return instructions; (ii) Customer must promptly notify Kingston in writing within the applicable Warranty Period that such Product is defective and must furnish an explanation of the deficiency; (iii) such Product must be returned to Kingston's designated service facility at Customer's risk and expense; and (iv) Kingston must be satisfied that claimed deficiencies exist and were not caused by accident, misuse, neglect, alteration, repair, improper installation or improper testing. If the returned Product is found by Kingston not to be defective or the deficiency was caused by accident, misuse, neglect, alteration, improper repair, improper installation or improper testing, Customer must bear all costs for testing, failure analysis, shipping and all other related charges.

This Warranty does not apply to any Product which has been misused (including static discharge, improper installation, repair, accident or use not in accordance with the instructions provided by Kingston), neglected or modified, or which Kingston is not capable of testing under its normal testing conditions.

A failure due to excessive write activity is considered an end-of-life condition and is not covered by this Warranty. It is the responsibility of the system OEM to ensure host system and application compatibility with the sufficient margin. NAND wear-related failures are excluded from this Warranty.

All Products that are returned become the property of Kingston. Replacement Products may be either new or reconditioned, at Kingston's discretion. Any replaced or repaired Product carries either a 90-day limited warranty or the remainder of the original Warranty in place for that specific Product at that time, whichever is longer. Kingston is not responsible for any custom software or firmware, configuration information or memory data contained in, stored on or integrated with any Product(s) returned to Kingston pursuant to any warranty.

Customer must contact Kingston for a Return Material Authorisation (RMA) number prior to returning any Product to Kingston. Any Product returned to Kingston without a valid Return Material Authorisation number clearly marked on the outside of the package will be returned to Customer at Customer's expense. Kingston will assume the costs for the return of defective Products, provided that

Customer adheres to the shipping instructions given by Kingston's RMA department. Kingston is responsible for return shipping charges from Kingston to Customer.

NOTWITHSTANDING THE FOREGOING WARRANTY OR ANY TERMS AND CONDITIONS STATED HEREIN, KINGSTON PROVIDES ALL PROTOTYPES, REFERENCE DESIGNS AND SOFTWARE FOR THE PRODUCTS "AS IS", WITHOUT WARRANTY OF ANY KIND.

EXCLUSIVE WARRANTIES: IF A KINGSTON PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY SHALL BE REPAIR OR REPLACEMENT OF THE PRODUCT OR THE PROVISION OF CREDIT FOR THE PRODUCT IN QUESTION, AT KINGSTON'S OPTION. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. KINGSTON NEITHER ASSUMES NOR AUTHORISES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS. KINGSTON SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO REPAIR OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING OR OTHER HAZARD.

LIMITATION OF LIABILITY: IN NO EVENT, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), SHALL KINGSTON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE OR INTERRUPTION OF THE PRODUCTS, EVEN IF KINGSTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL CUMULATIVE LIABILITY OF KINGSTON TO CUSTOMER WILL NEVER EXCEED THE PRICE CUSTOMER PAID FOR THE PRODUCT UNDER THE WARRANTY CLAIM PLUS NECESSARY COST INCURRED BY KINGSTON.

KINGSTON DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW. IF KINGSTON CANNOT DISCLAIM IMPLIED WARRANTIES UNDER APPLICABLE LAW THEN, TO THE EXTENT POSSIBLE, SUCH IMPLIED WARRANTIES ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY. THE WARRANTY DURATION ON ANY REPLACED PRODUCT WILL BE EITHER A 90-DAY LIMITED WARRANTY OR THAT PORTION OF THE WARRANTY PERIOD REMAINING ON THE ORIGINAL PRODUCT, WHICHEVER IS LONGER.

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