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GIGABYTE™

GIGABYTE Solid State Drive (SSD) - Limited Warranty

Thank you for purchasing a GIGABYTE Solid State Drive(SSD). Before using this product, please read and review the Limited Warranty thoroughly. Your use of this product indicates that you have accepted and agreed to the terms and conditions of this Limited Warranty statement.

GIGABYTE warrants to the original purchasers of this Product that this Product (excluding content and/or software, if applicable, supplied with or within the Product) will be free from material defects in manufacture, conform to GIGABYTE 's published product specifications, and be fit for normal use during the applicable "Warranty Period" specified below.

- ❖ The "Warranty Period" referred to above is: certain years from the date of delivery of the Product, provided the Product conforms to and is used in accordance with GIGABYTE's applicable product data sheet and product endurance specification. Warranty period may vary by countries, please visit GIGABYTE website for more detail information or contact with local RMA service center.
- ❖ Warranty coverage requires proof of purchase documentation with evidence of the date of purchase (sales receipt or invoice) and original packaging.
- ❖ Should GIGABYTE, under its discretion, deem that the product suffers from material defects in manufacture, GIGABYTE's sole obligation under this warranty is to replace or repair for free of charge, the defective product or all of the product's defective parts.
- ❖ If this Warranty covers a returned Product, the returned Product may be repaired or an equivalent product to the Product may be made available by the Reseller to the original purchaser. The previous sentence describes the sole and exclusive remedy available in the event this Warranty covers a returned Product.
- ❖ These warranties are valid only for the original owner of the product. GIGABYTE will not extend their warranty to items that are purchased secondhand. This warranty is not assignable; products purchased from secondhand sources are not covered in the warranty by GIGABYTE. This is still true even if the product or packaging appears sealed, advertised as new, or never used in any way. GIGABYTE only offers warranties for items sold by authorized retailers, system builders, and distributors.
- ❖ This Warranty does not cover any damage to this Product which results from accident, abuse, misuse, natural or personal disaster, or any unauthorized disassembly, repair or modification.
- ❖ A Product will be considered to have a material defect or to be materially defective only if such Product does not meet the stated design lifetime (up to the applicable Warranty Period), is returned to the appropriate location within the Warranty Period, and is subject to applicable performance threshold information contained in the Product's GIGABYTE data sheet.
- ❖ The original purchaser must ensure to the extent possible that all data is removed from the Product, and if it is not the case that all data is or can be removed, the original purchaser shall indemnify, defend and hold harmless GIGABYTE and the Reseller for any possible liabilities associated with the potential presence in the returned Product of sensitive and/or personal data, regardless of whether this data relates to the original purchaser or any other third party.
- ❖ It is possible for a drive to be used under conditions which cause the media to wear out (and the Warranty to expire) prior to the expiration of the stated time period in the Warranty, as specified in the applicable endurance specification linked below.
- ❖ Please check for more details on the GIGABYTE Website.
<https://www.gigabyte.com/>

- ❖ GIGABYTE shall not be liable for (a) any incidental, indirect, special, exemplary, punitive or consequential damages, including but not limited to loss of profits and/or loss of data, other loss, damage or expense directly or indirectly arising from any defect or inability to use the Product or poor performance, either separately or in combination with other equipment, regardless of whether GIGABYTE or the original purchaser has been advised of the possibility of such damages, nor (b) any amounts in the aggregate in excess of the purchase price paid for the applicable Product(s). GIGABYTE is not liable for and does not cover under warranty, any costs associated with servicing and/or the installation of GIGABYTE products, including the Product.
- ❖ This Warranty sets forth the entire liability and obligations of GIGABYTE with respect to defects, breach of warranty or any other failure to perform or meet specification associated with any Products.
- ❖ GIGABYTE Warranty Guidelines GIGABYTE products, including the Product, must not be used in applications where failure could threaten injury or life, such as aviation, automotive, nuclear, medical or life support systems (or any other form of ultra-hazardous applications), and under no circumstances shall GIGABYTE offer any warranty or have any obligations arising from any such Product uses.
- ❖ Buyer acknowledges that the goods sold by GIGABYTE are being used or incorporated into other products or systems, and the ultimate safety of those products or systems are the sole responsibility of Buyer.
- ❖ This warranty applies only on the condition that the product has been installed, maintained and operated under conditions of normal use and in accordance with the installation guide provided herewith.
- ❖ The provisions of this warranty shall not apply if, in GIGABYTE's sole judgment, the product has been subject to misuse or neglect, improper installation, damaged in an accident, or repaired or altered in any way that affects its performance or reliability.
- ❖ Buyer assumes all risks and liabilities for use of GIGABYTE products in other products or systems. In addition, GIGABYTE is not responsible for any archival, backup or disaster recovery services.

Disclaimer

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. GIGABYTE SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHICH PURCHASER OR THIRD PARTY MAY SUSTAIN, EVEN IF GIGABYTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL GIGABYTE'S LIABILITY EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, GIGABYTE EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THE LOSS, CORRUPTION, ERASURE OR DESTRUCTION OF ANY DATA STORED ON OR TRANSMITTED VIA ANY GIGABYTE PRODUCT, INCLUDING, WITHOUT LIMITATION, THE INABILITY TO ACCESS DATA STORED ON ANY SECURE GIGABYTE PRODUCTS THAT REQUIRE A USER-DESIGNATED PASSWORD OR CODE IF THAT PASSWORD OR CODE IS LOST, FORGOTTEN, OR COMPROMISED. USERS HAVE THE OBLIGATION TO BACKUP ALL DATA AND PASSWORDS OR CODES.

Regulatory Notices

United States of America, Federal Communications Commission Statement

Supplier's Declaration of Conformity 47 CFR § 2.1077 Compliance Information

Product Name: **Solid State Drive**
Trade Name: **GIGABYTE**
Model Number: **GP-AG70S1TB/GP-AG70S2TB**

Responsible Party – U.S. Contact Information: **G.B.T. Inc.**
Address: 17358 Railroad street, City Of Industry, CA91748
Tel.: 1-626-854-9338
Internet contact information: <https://www.gigabyte.com>

FCC Compliance Statement:

This device complies with Part 15 of the FCC Rules, Subpart B, Unintentional Radiators. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates, uses and can radiate radio frequency energy and, if not installed and used in accordance with manufacturer's instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment to an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

Canadian Department of Communications Statement

This digital apparatus does not exceed the Class B limits for radio noise emissions from digital apparatus set out in the Radio Interference Regulations of the Canadian Department of Communications. This class B digital apparatus complies with Canadian ICES-003.

Avis de conformité à la réglementation d'Industrie Canada

Cet appareil numérique de la classe B est conforme à la norme NMB-003 du Canada.

European Union (EU) CE Declaration of Conformity

This device complies with the following directives: Electromagnetic Compatibility Directive 2014/30/EU, Low-voltage Directive 2014/35/EU, RoHS directive (recast) 2011/65/EU & the 2015/863 Statement. This product has been tested and found to comply with all essential requirements of the Directives.

European Union (EU) RoHS (recast) Directive 2011/65/EU & the European Commission Delegated Directive (EU) 2015/863 Statement

GIGABYTE products have not intended to add and safe from hazardous substances (Cd, Pb, Hg, Cr+6, PBDE, PBB, DEHP, BBP, DBP and DIBP). The parts and components have been carefully selected to meet RoHS requirement. Moreover, we at GIGABYTE are continuing our efforts to develop products that do not use internationally banned toxic chemicals.

European Union (EU) Community Waste Electrical & Electronic Equipment (WEEE) Directive Statement

GIGABYTE will fulfil the national laws as interpreted from the 2012/19/EU WEEE (Waste Electrical and Electronic Equipment) (recast) directive. The WEEE Directive specifies the treatment, collection, recycling and disposal of electric and electronic devices and their components. Under the Directive, used equipment must be marked, collected separately, and disposed of properly.

WEEE Symbol Statement

 The symbol shown below is on the product or on its packaging, which indicates that this product must not be disposed of with other waste. Instead, the device should be taken to the waste collection centers for activation of the treatment, collection, recycling and disposal procedure.

 For more information about where you can drop off your waste equipment for recycling, please contact your local government office, your household waste disposal service or where you purchased the product for details of environmentally safe recycling.

End of Life Directives-Recycling



The symbol shown below is on the product or on its packaging, which indicates that this product must not be disposed of with other waste. Instead, the device should be taken to the waste collection centers for activation of the treatment, collection, recycling and disposal procedure.

Déclaration de Conformité aux Directives de l'Union européenne (UE)

Cet appareil portant la marque CE est conforme aux directives de l'UE suivantes: directive Compatibilité Electromagnétique 2014/30/UE, directive Basse Tension 2014/35/UE et directive RoHS II 2011/65/UE & la déclaration 2015/863. La conformité à ces directives est évaluée sur la base des normes européennes harmonisées applicables.

European Union (EU) CE-Konformitätserklärung

Dieses Produkte mit CE-Kennzeichnung erfüllen folgenden EU-Richtlinien: EMV-Richtlinie 2014/30/EU, Niederspannungsrichtlinie 2014/30/EU, Ökodesign-Richtlinie 2009/125/EC, RoHS-Richtlinie 2011/65/EU erfüllt und die 2015/863 Erklärung. Die Konformität mit diesen Richtlinien wird unter Verwendung der entsprechenden Standards zur Europäischen Normierung beurteilt.

CE declaração de conformidade

Este produto com a marcação CE estão em conformidade com das seguintes Diretivas UE: Diretiva Baixa Tensão 2014/35/EU; Diretiva CEM 2014/30/EU; Diretiva Conceção Ecológica 2009/125/CE; Diretiva RSP 2011/65/UE e a declaração 2015/863. A conformidade com estas diretivas é verificada utilizando as normas europeias harmonizadas.

CE Declaración de conformidad

Este producto que llevan la marca CE cumplen con las siguientes Directivas de la Unión Europea: Directiva EMC (2014/30/EU), Directiva de bajo voltaje (2014/35/EU), Directiva de Ecodiseño (2009/125/EC), Directiva RoHS (recast) (2011/65/EU) y la Declaración 2015/863. El cumplimiento de estas directivas se evalúa mediante las normas europeas armonizadas.

Contact point for EU based customers

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