

## NAYANO LLC LIMITED 1 YEAR WARRANTY

NAYANO LLC (Nayano LLC) expressly warrants the product to be free from defects in materials and workmanship for a period of 1 year from the date of sales receipt as sold to the original PURCHASER ("purchaser"), subject to all the terms and conditions hereunder.

Nayano LLC's sole obligation under this warranty is to replace or, at its option, to repair, free of charge, all the product's defective parts. Nayano LLC also reserves the right to replace an item that is similar enough at its discretion. This warranty applies only on the condition that the product has been installed, maintained and operated under conditions of normal use. The provisions of this warranty shall not apply if, in Nayano LLC'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. Any dismantling, reverse engineering, extreme physical damage outside normal wear and tear, or obvious physical abuse voids the warranty.

Nayano LLC does not warrant the use or operation of this device to be free of errors, nor does it warrant that any data stored on the product will remain accessible or uncorrupted. Nayano LLC is not responsible for any archival, backup or disaster recovery services, and is not liable for any damages of any kind sustained by purchaser, any customer of purchaser, any patient, or others for any suit or claim or demand arising from or related to the exercise of professional judgment and skill, or data entered into or used with the Nayano LLC products. By using a product, you acknowledge that Nayano LLC shall not be held responsible or liable, neither directly or indirectly, for any damage or loss caused or alleged to be caused by the device. To protect against potential data loss, please be sure to back up your data on various storage mediums on a routine basis.

Nayano LLC shall not be liable for loss of profits or any type of damages which a purchaser or third party may sustain, even if Nayano LLC has been advised of the possibility of such losses in damages. In no event shall Nayano LLC's liability exceed the purchase price of the defective product. Purchaser acknowledges that the goods sold by Nayano LLC are being used or incorporated into other products or systems, and the ultimate safety of those products or systems are the sole responsibility of purchaser. Purchaser assumes all risks and liability for use of Nayano LLC products in other products or systems.

Purchaser is responsible for verifying the accuracy and completeness of any information contained in, entered into, or used in connection with Nayano LLC products. Purchaser assumes all risks and liability for use of Nayano LLC products in other products or systems. Nayano LLC may amend and alter the warranty without any notice for any reason. Nayano LLC may refuse or deny any claim at its discretion.

Warranty coverage requires proof of purchase with a legible date. Nayano LLC reserves the right to deny warranty claim if purchase is unverifiable. Purchaser is responsible for shipping costs of sending defective unit to the address predetermined by Nayano LLC. Nayano LLC will pay for return shipping. All pricing is in USD.

For flash memory devices, 1 gigabyte = 1 billion bytes. A portion of the data capacity is used for formatting, and is unavailable for data storage. Actual useable storage capacity varies.