

The following warranty supersedes all other warranties or representations made with Fledging LLC, written or oral. This warranty applies solely to all Fledging branded products listed below. Terms of this warranty are subject to change but will not be applied retroactively. Warranty coverage begins on the original date of purchase. Fledging LLC maintains no liability or fault unless explicitly defined in the policy below. Accepted warranty claims shall only be rectified through direct product replacement or equivalent Fledging.net merchant store credit if the product in question is no longer available.

## **1. Length of Warranty Protection and Applicable Products**

- 1.1** All Feather SSD models (M10, M12, P12, M13) purchased for personal use shall be protected under the terms outlined in 2.1 and 2.3 for 5 years after the original date of purchase.
- 1.2** All Feather SSD models (M10, M12, P12, M13) purchased for enterprise or educational use, as defined in 3.1 and 3.2, shall be protected under the terms outlined in 2.1 and 2.3 for a total of 8 years after the original date of purchase.
- 1.3** All Shell external solid-state drive enclosures (enclosure only) purchased for personal use shall be protected under the terms outlined in 2.2 for 3 years after the original date of purchase.
- 1.4** All Shell external solid-state drive enclosures (enclosure only) purchased for enterprise or educational use, as defined in 3.1 and 3.2, shall be protected under the terms outlined in 2.2 and 2.3 for a total of 5 years after the original date of purchase.
- 1.5** All NVMe PCIe solid-state drives, purchased in conjunction with a Shell solid-state drive enclosure, shall be protected under the terms outlined in 2.1 and 2.3 for a total of 5 years after the original date of purchase regardless of intent of use, personal or otherwise.

## **2. Terms and Scope of Warranty Coverage**

- 2.1** This warranty applies only to solid-state drives that have experienced failure due to normal and responsible use.
  - a. This warranty does not apply to any damages or defects caused by improper handling or installation.
  - b. This warranty does not apply if the warranty label has been damaged, altered, or removed.
  - c. This warranty does not apply if the product(s) in question has/have been taken apart or altered by any person(s) not authorized explicitly by Fledging LLC.
  - d. This warranty does not apply if the product serial number has been damaged, altered, or removed.
  - e. This warranty does not apply to damages or losses resulting from shipping or delivery.
- 2.2** This warranty applies only to Shell enclosures, and included hardware (excluding SSDs), that have experienced failure due to normal and responsible use. This includes the internally mounted cooling fan.
  - a. This warranty does not apply to any damages or defects caused by improper handling or installation.
  - b. This warranty does not apply if the warranty label has been damaged, altered, or removed.
  - c. This warranty does not apply if the product(s) in question has/have been taken apart or altered by any person(s) not authorized explicitly by Fledging LLC.
  - d. This warranty does not apply if the product serial number has been damaged, altered, or removed.
  - e. This warranty does not apply to damages or losses resulting from shipping or delivery.
- 2.3** This warranty shall only cover the replacement of physical hardware.
  - a. Fledging LLC is not, and shall never be, responsible for the loss of digital data stored on any of its products.

- b. Fledging LLC is not, and shall never be, responsible for the loss of profit, expected/anticipated savings, digital data, or any indirect damages or losses caused by failure or improper use of its products.
- c. It is not recommended to use any Fledging LLC products in, or in conjunction with, any equipment that may lead to personal injury, property damage, or death if failure of such equipment occurs. Fledging LLC shall not be liable for any personal injury, property damage, or death resulting from any application, similar application to that mentioned above or other.
- d. Fledging LLC makes no other warranties of any kind. If any law or regulation prevents the exclusion of implied warranties in a particular country or region, Fledging LLC's implied warranty shall be subject to and adhere to such laws and regulations or to the warranty terms provided in this document, whichever is shorter in duration.

### **3. Definition of Listed Terms Related to Use Case**

**3.1** Educational use case: a product will be warrantied for educational use if it meets the following criteria.

- a. It is part of a purchase order containing at least 10 units.
- b. It is purchased by a School, or school district, for use on its campus(es).
- c. Its use is supervised by a faculty member (i.e. it does not go home with students).

**3.2** Enterprise use case: a product will be warrantied for enterprise use if it meets the following criteria.

- a. It is part of a purchase order containing at least 10 units.
- b. It is purchased by a for profit business or nonprofit social enterprise.
- c. It is not used in any application where it would be forced to operate outside safe operating conditions.

3.3 All use cases and applications not explicitly defined in 3.1 and 3.2 shall be designated for personal use. All personal applications of Fledging LLC products may be subject to unique terms of warranty coverage. Please refer to Article 1 in order to verify warranty terms and coverage.