



Product Limited Warranty

Mr Backup products are sold under the following terms and conditions of warranty:

- A. **LIMITED WARRANTY.** Mr Backup warrants that its hardware will be free from defects in materials and workmanship, when given normal, proper and intended usage.
- B. **TERM OF WARRANTY.**
 - (i) **Hardware.** The limited warranty covers the hardware for one (1) year after it has been acquired by the first user. The laws of your country or state may require a warranty term longer than one (1) year, in which case Mr Backup will provide the minimum warranty term required by applicable law.
 - (ii) **Accessories.** The limited warranty covers cables, terminators, batteries and all other accessories for ninety (90) days after acquired by the first user. The laws of your country or state may require a warranty term longer than ninety (90) days, in which case Mr Backup will provide the minimum warranty term required by applicable law.
 - (iii) **Replacements.** Mr Backup warrants replacement parts will perform to the same material standards as the original parts for the longer of the remainder of the original warranty period or ninety (90) days from date of shipment from Mr Backup. Mr Backup hardware replacement parts meet all functional specifications as required by the manufacturers quality documentation. This limited warranty does not cover cosmetic defects, deliberate or accidental damage, or Acts of God.
- C. **GEOGRAPHIC SCOPE.** This limited warranty applies to products purchased from Mr Backup in the country of such purchase. It does not cover warranty on products hired from Mr Backup, which are covered by full onsite maintenance plans.
- D. **LENGTH OF ANY IMPLIED WARRANTIES.** To the extent permitted by law, any implied warranties, guarantees, terms or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee, term or condition lasts.
- E. **WARRANTY RECIPIENT.** The limited warranty described in this document applies only to genuine Mr Backup product (“Product”) when sold by Mr Backup or an Mr Backup reseller, distributor, or dealer. If the first user of the Product transfers it, per Mr Backup’s applicable transfer procedures, the remainder of the warranty term will apply to the recipient.
- F. **EXCLUSIONS FROM WARRANTY.** This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond Mr Backup’s reasonable control. Mr Backup does not warrant that use of Mr Backup Products will be uninterrupted or error-free. This limited warranty does not apply to expendable components and is void if the product serial numbers have been removed from the product. Mr Backup has no obligation under this warranty to repair or replace Products damaged as a result of:
 - I. normal wear and tear,
 - II. improper or unauthorized use or repair,
 - III. Customer fault or negligence,
 - IV. natural or manmade disaster, or
 - V. causes external to the Products including, but not limited to, exposure to moisture, extreme temperatures, power outages, or other Customer site conditions.
- G. **REMEDY FOR BREACH OF WARRANTY.** Mr Backup will repair or replace nonconforming Product (or a component thereof) that is returned to Mr Backup within the warranty term at no charge. If Mr Backup cannot repair or replace it, Mr Backup will refund the amount shown on your receipt for the Product. You must uninstall the Product and return any media and other associated materials to Mr Backup with proof of purchase to obtain a refund. If you purchased the Product as part of a system bundled with software and other hardware Products, you must return the full system to obtain a full refund. These are your only remedies for breach of the limited warranty.
- H. **CONSUMER RIGHTS NOT AFFECTED.** You may have additional consumer rights under your local laws, which this agreement cannot change. You are entitled to bring these local laws to our attention in any time of dispute over warranty.
- I. **NO OTHER WARRANTIES.** The limited warranty is your only hardware warranty from Mr Backup. To the extent permitted by law, Mr Backup and its suppliers give no other express warranties, guarantees, terms or conditions, including warranties that the hardware is fault-tolerant or intended for use in hazardous environments requiring fail-safe or uninterrupted performance.

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Where allowed by your local laws, Mr Backup excludes implied warranties, terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in Section G (Remedy for Breach of Warranty) above, to the extent permitted by your local laws.

J. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.

Except for liability for death or personal injury caused by Mr Backup's negligence or fraud, or other liability that cannot lawfully be excluded or restricted, you may recover from Mr Backup and its suppliers only direct damages up to the amount you paid for the Product. You cannot recover for:

- (i) lost profits, data loss, business damage, or damages that are not reasonably foreseeable, or
- (ii) any other consequential, special, indirect or incidental damages.

This limitation applies to:

- (i) any the Product and anything related to it;
- (ii) services provided in connection with the Product;
- (iii) software provided with or installed on the hardware;
- (iv) third party content, including programs and information; and
- (v) claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law, and
- (vi) It also applies even if repair, replacement or a refund for the Product does not fully compensate you for any losses; or Mr Backup knew or should have known about the possibility of the damages.

K. LEGAL EFFECT. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.

L. EXCLUDED PRODUCTS. This limited warranty covers Mr Backup Products, which are configured with Mr Backup qualified and Mr Backup certified third party components. Should Customer choose to use non-qualified or non-certified third-party components with the Mr Backup products, then this limited warranty shall not apply. Non-Mr Backup products that ship with Mr Backup Product, as part of a bundle or solution, are not covered by this limited warranty, except when explicitly stated in documentation that ships with the bundle or solution.

M. WARRANTY PROCEDURES.

- (i) For information regarding your warranty, please contact Mr Backup or your local Mr Backup Sales Representative or authorized reseller, distributor, or dealer.
- (ii) To process a warranty claim please contact our International Support Desk on 0861 STEALTH or +27 (0) 11 704 7222. You may be required to provide proof-of-purchase to validate your claim.
- (iii) Hardware warranty is BRING-IN AT YOUR COST, and the Customer is responsible for properly packing and labeling any warranty product returns for shipment to Mr Backup. The customer is responsible for any damage or loss incurred due to improper packaging or labeling. In certain jurisdictions the customer is required to pay shipping/handling one way for warranty product returns and applicable custom duties, V.A.T. and other associated taxes and charges for international service.
- (iv) Product registration may be required in order to process a warranty claim or to activate the software or other complimentary support packages included with some products. Pre-registering your product will help expedite any warranty claims, and Mr Backup offers many support options to increase the investment protection provided by this limited warranty.

N. SEVERABILITY. If any provision of this warranty is legally invalid, the warranty shall endure except for the invalid provision. However, if a court determines that any provision is invalid, the court may limit the provision, delete specific words or phrases, or replace the invalid provision with a provision that is valid and that comes closest to expressing the intent of the invalid provision.

**VALID FROM 1ST NOVEMBER 2017 UNTIL REPLACED BY A LATER DATED DOCUMENT
ENDS**