



Enhanced Limited Warranty and Service Agreement

Buffalo Americas, Inc., a Delaware corporation (“*Buffalo*”), warrants, for the Basic Warranty Period set forth below, that its products listed below (the “*Products*”) will be free from defects in material and workmanship. This limited warranty becomes effective from the date of shipment by Buffalo or an authorized Buffalo reseller to its respective end-user customer. Subject to the conditions and limitations set forth below, Buffalo will, at its option, either repair or replace any part of any Products covered by this limited warranty that Buffalo determines are defective in workmanship or materials. Only end-user customers purchasing the Products from Buffalo or an authorized Buffalo reseller may obtain coverage under this limited warranty.

Exclusions

This limited warranty does not cover and Buffalo will not have any responsibility or obligation for any problem or defect with the Products that is caused by (a) accident, abuse, misuse, neglect, shock, electrostatic discharge, degaussing, heat or humidity beyond product specifications, improper installation, operation, maintenance or modification; or (b) any misuse contrary to the instructions in the user manual; or (c) malfunctions caused by other equipment. This limited warranty is void if a Product is returned with removed, damaged or tampered labels or any alterations (including the unauthorized removal of any component or external cover). This limited warranty does not cover data loss. Also, consequential damages; incidental damages; and costs related to data recovery, removal, and installation are not recoverable under this limited warranty. This limited warranty applies only to hardware products; software, media, and manuals are licensed (and warranted where applicable) pursuant to separate written agreement. Buffalo will not provide any warranty coverage on the Products unless an end-user customer’s claim is in compliance with all terms and conditions of this limited warranty and such customer follows all Buffalo return procedures.

Enhanced Limited Warranty and Service Agreement

An Enhanced Limited Warranty and Service Agreement (each an “*Enhanced Limited Warranty and Service Agreement*”) is available for purchase by Buffalo resellers or by end-user customers through Buffalo resellers (collectively, “*Customers*”) and apply to the single product for which it is purchased and registered. Customers who purchase an Enhanced Limited Warranty and Service Agreements shall receive: (1) Buffalo’s stated limited warranty terms for the Extended Warranty Period as set forth below, and (2) next-business-day replacement service, as described below.

Products Eligible for Enhanced Warranty and Service Agreements

The following product series are eligible for Buffalo’s Enhanced Limited Warranty and Service Agreement Program as of October 1, 2015:

Product Series	Part Number
TeraStation™ 7120 Enterprise, 7120r – TS-2RZH, TS-2RZS	5YNBD10
DriveStation™ Ultra 10 Bay – HD-DN	5YNBD10
TeraStation™ TS5400RH, TS5800DN, TS5600DN, TS5810DN	5YNBD20
TeraStation™ WS5600D, WS5600DN, WSH5600DN	5YNBD20
DriveStation™ Ultra 6 Bay – HD-HN	5YNBD20



TeraStation™ StorageCraft® Recovery Center 25 – MX404DN	5YNBD20
TeraStation™ TS5400R, TS5400RN, TS5410RN	3YNBD30
TeraStation™ WS5400R, WS5400RN	3YNBD30
TeraStation™ TS3400R, TS3410RN	3YNBD30
TeraStation™ TS3400D, TS5200DN, TS5400DN	3YNBD40
TeraStation™ TS3210DN, TS3410DN, TS5210DN, TS5410DN	3YNBD40

Buffalo may modify the list of eligible products for the Enhanced Limited Warranty and Service Agreement Program at any time, with immediate effect. Any such modifications will not limit or otherwise effect any existing Enhanced Limited Warranty and Service Agreement previously purchased on a given Product.

Purchase and Registration Process

An Enhanced Limited Warranty and Service Agreement may be purchased by Customers, either at the time of original purchase of a Product or within 90 days following the original purchase date. Customers who purchase an Enhanced Limited Warranty and Service Agreement will be contacted via electronic mail by Buffalo to complete the Enhanced Limited Warranty and Service Agreement online registration process (“**Registration**”). After completing this Registration, the Customer will receive, within 30 days, communication containing an agreement registration number and telephone contact information for product support.

Extended Warranty Period

The Basic Warranty Period included in the purchase price of the Product will be extended to Enhanced Warranty Period listed above for those Customers who purchase the Enhanced Limited Warranty and Service Agreement and complete the Registration process.

Warranty Request and Product Return Procedures

To request warranty service for a Product please go to www.buffaloamericas.com and follow the warranty service request information instructions. To contact Buffalo for more information regarding customer support, please refer to information at www.buffaloamericas.com. Once Buffalo determines that a repair or replacement is required, you will be prompted for your name, address, phone number, e-mail and product serial number and then issued a return materials authorization number (“**RMA Number**”) to use when returning a Product. The Product that a Customer returns to Buffalo must be properly packaged in its original packaging (or packaging providing the Product with protection equivalent to the original packaging) and shipped, with the shipping charges prepaid via a shipping method that provides for tracking of your package, to the address provided when you received your RMA Number. In addition to regular back-ups, if possible, back-up your data before returning a Product, because the Product you send to us or to an authorized service provider may not be returned to you.

Next Business Day Replacement Service

Once Buffalo, in its sole discretion, determines that a replacement Product is required, Buffalo shall make commercially reasonable efforts to ship the replacement Product to the Customer for delivery by the next business day. To be eligible for next-day replacement service, the Customer must notify Buffalo of the service request in accordance with these terms, and Buffalo must determine that a replacement product is required pursuant to the applicable Buffalo limited warranty. If replacement is required, Buffalo will, at its own expense, ship the replacement product for next business day delivery once Buffalo has determined that a replacement Product is



required and the Customer/product is eligible. If a Customer/product is eligible and Buffalo makes its determination that a replacement product is required prior to 4:30PM Central Time, then it will use commercially reasonable efforts to ship such replacement product on that same day for next business day delivery.

In the event an identical Product is not available for immediate shipment, Buffalo reserves the right to substitute a similar model with comparable or better features and performance. In addition, Buffalo reserves the right to replace the Product with a comparable refurbished Product, except where prohibited by law.

Optional Drive Retention Agreement

Additionally, in connection with the purchase of an Enhanced Limited Warranty and Service Agreement, Customers may also purchase a Drive Retention Agreement ("**Drive Retention Agreement**"), which allows Customers to retain possession of defective disk drives after receiving a limited warranty replacement Product. If a Customer does not purchase a Drive Retention Agreement and Buffalo decides to replace and not repair a Product pursuant to this limited warranty, then any defective disk drives (standard, Solid-State Drive and Serial ATA Hard Disk Drives) contained within the defective Products become the property of Buffalo once replaced under the terms of this limited warranty.

A Drive Retention Agreement must be purchased at the same time as an Enhanced Limited Warranty and Service Agreement for each covered Product, and will run concurrently with the term of the Enhanced Limited Warranty Service Agreement. The Drive Retention Agreement will cover only disk drives which were purchased from and installed by Buffalo in the original covered Product.

In the event a Customer has purchased a Drive Retention Agreement and the disk drive is included in the returned Product or is separately returned to Buffalo for any reason, Customer acknowledges and agrees that such return of a disk drive constitutes a waiver of Customer's right to retain that disk drive under the Drive Retention Agreement that such disk drive will immediately become the property of Buffalo. Customer acknowledges and agrees that Buffalo will have no obligation to return the disk drive to the Customer, nor will Buffalo be responsible for retaining, transferring, removing or destroying any data from or taking any other action with respect to the disk drive. In the event that Buffalo receives a disk drive covered by a Drive Retention Agreement, Buffalo will process the Product and the disk drive under the terms and conditions of this limited warranty.

Customer agrees to cooperate with Buffalo technical support regarding the capture of error codes or other troubleshooting steps as directed to determine the reasons for Product failure.

Buffalo carefully monitors failure rates of its Products and reserves the right to cancel, with no refund, the Drive Retention Agreement and Enhanced Limited Warranty and Service Agreement if Buffalo reasonably believes that a Customer is abusing Buffalo's warranty return procedures, such as if replacement of defective disk drives significantly exceeds standard failure rates for the Products covered under the Enhanced Limited Warranty and Service Agreement and Drive Retention Agreement, as determined solely by Buffalo.

Additional Terms and Conditions

Enhanced Limited Warranty and Service Agreements are only available for Products shipped to, and located in, the United States of America and Canada. Enhanced Limited Warranty and Service Agreements cannot be pro-rated or transferred. Enhanced Limited Warranty and Service Agreements are only refundable if the Product is returned for credit, in accordance with Buffalo's product return policy. Buffalo will not be liable for shipping delays caused by



factors beyond the control of Buffalo. Customer acknowledges and agrees that availability of next business day delivery may be subject to delivery locations and schedules set by the delivery company. Technical support and firmware upgrades for the Products are restricted to the country/region of purchase. Please refer to the Buffalo technical support information received with your Product.

Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO ANY STATUTORY WARRANTIES THAT CANNOT BE EXCLUDED, BUFFALO MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE. THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY CONSTITUTES THE SOLE RECOURSE BY CUSTOMERS FOR BREACH BY BUFFALO OF THIS LIMITED WARRANTY.

Limitation of Liability

CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT BUFFALO'S TOTAL CUMULATIVE LIABILITY UNDER THE EXTENDED WARRANTY AND SERVICE AGREEMENT, THE DRIVE RETENTION AGREEMENT, OR ANYTHING DONE IN CONNECTION THEREWITH, INCLUDING BREACH, SHALL NOT EXCEED THE PURCHASE PRICE OF THE RESPECTIVE AGREEMENT. BUFFALO SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE EXTENDED LIMITED WARRANTY AND SERVICE AGREEMENT, THE DRIVE RETENTION AGREEMENT, OR ANYTHING DONE IN CONNECTION THEREWITH.