

IMPORTANT**RETAIN THIS WARRANTY INFORMATION AND YOUR PROOF OF PURCHASE****BASIC WARRANTY AND SUPPORT INFORMATION**

Subject to the provisions described below, this HAMMER product is protected under the warranty period of one year against defects in material and workmanship commencing on your date of purchase. If you do not have a valid proof of purchase, the warranty period will be measured from the date of sale from HAMMER STORAGE to the authorized HAMMER STORAGE Distributor.

Should the product fail to perform or prove to be defective during the period described above, HAMMER will, at its discretion, repair or replace it with the same or functionally equivalent product by HAMMER, free of charge, provided (1) you or the reseller from whom you purchased the product first obtain a Return Material Authorization from HAMMER; (2) you return the failed product to a designated HAMMER repair facility with shipping charges prepaid, and (3) you provide HAMMER with proof of purchase, including the date of purchase and purchase price paid by you. Repaired or replacement products will be returned to you with shipping charges prepaid. Under no circumstances will HAMMER accept collect shipment.

In some cases, the replacement product may not be new and may have been refurbished or contain refurbished materials. Regardless of the products production status, the HAMMER STORAGE appropriate warranty terms apply. The warranty does not cover the repair or exchange of the HAMMER product resulting from abuse or misuse, accident, modification, damage from shipment, handling, storage, has been unsealed or had any seals broken, or has had any serial number removed or defaced, unsuitable physical or operating environment, improper maintenance by you, or failure caused by a product for which HAMMER is not responsible. The warranty is voided by removal or alteration of HAMMER or parts identification labels. If HAMMER, by its sole determination, is unable to repair or replace the defective product, it will refund the purchase price of the product. Repair by anyone other than HAMMER or an approved agent will void this warranty. Repaired or replaced products are warranted for the balance of the original warranty period or for 90 days, whichever is greater. The maximum liability of HAMMER under this warranty is the purchase price of the product covered by this warranty.

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ITEMS NOT COVERED BY WARRANTY

HAMMER STORAGE does not warrant uninterrupted or error-free operation of a product.

Unless specified otherwise, HAMMER STORAGE provides non-HAMMER STORAGE products WITHOUT WARRANTIES OF ANY KIND.

Any technical or other support provided for a product under warranty, such as assistance via telephone with “how-to” questions and those regarding product set-up and installation, will be provided WITHOUT WARRANTIES OF ANY KIND.

REGISTER YOUR PRODUCT

By registering your product you will gain access to an on-line knowledge base, including detailed product information, product update information including on-line access to software updates, and access to customer-only special offers. You may register on line at <http://www.hammer-storage.com>. When registering please make sure you have the HAMMER product model identification, serial number and date of purchase available in addition to the other information requested.

TECHNICAL SUPPORT

You may call for technical support between 7 AM and 4 PM PST.

In the USA or Canada, call 1-800-237-0840

When calling for technical support, you should have the customer number (if applicable), e-mail address, product model, proof of purchase, hardware serial number.

DEFECTIVE OR DAMAGED PRODUCT

If you suspect you have a defective or damaged product you should call Technical Support with the information specified above and a detailed description of your problem. <In certain cases Technical Support may require on-line access to your computer system and your Hammer product.> Our technical support personnel will help you troubleshoot the product. If it is determined that repair is required, a Return Material Authorization (RMA) will be issued to you. Products returned to HAMMER without this RMA will not be processed for repair, replacement or refunds. When warranty service involves the exchange of a HAMMER product or part, the item HAMMER STORAGE or your reseller replaces becomes its property and the replacement becomes yours. You represent that all removed items are genuine and unaltered. Return the product, freight prepaid, to the return location provided to you. **IMPORTANT: YOU MUST INCLUDE YOUR PROOF OF PURCHASE WITH ANY RETURNS.**

Before HAMMER STORAGE or your reseller exchanges a HAMMER product or part, you agree to remove all features, parts, options, alterations, and attachments not under warranty service.

You also agree to:

1. ensure that the product is free of any legal obligations or restrictions that prevent its exchange;
2. obtain authorization from the owner to have HAMMER STORAGE or your reseller service a product that you do not own; and
3. where applicable, before service is provided
 - i. follow the problem determination, problem analysis, and service request procedures that HAMMER STORAGE or your reseller provides; and
 - ii. secure all programs, data, and funds contained in a product.

Neither HAMMER STORAGE nor your reseller is responsible for any of your confidential, proprietary or personal information contained in a product which you return to HAMMER STORAGE or your reseller for any reason. You should remove all such information from the product prior to its return.

PREMIUM OR UPLIFTED SUPPORT

If you have purchased a supplemental service plan providing for support services in addition to the basic warranty service described herein, then such services will be provided to you in accordance with the plan you purchased. If your Service Plan provides problem reporting instructions different than those specified above you should follow those instructions.

UNDER NO CIRCUMSTANCES IS HAMMER STORAGE LIABLE FOR ANY OF THE FOLLOWING: 1) THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES (OTHER THAN DAMAGES FOR BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY); 2) LOSS OF, OR DAMAGE TO, YOUR RECORDS OR DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF HAMMER STORAGE, ITS SUPPLIERS OR YOUR RESELLER IS INFORMED OF THEIR POSSIBILITY.

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