



## Express Service Agreement Terms and Conditions

Buffalo Americas, Inc., a Delaware corporation (“**Buffalo**”), warrants that its products are free from defects in material and workmanship under normal use, for the designated warranty period specified at <http://www.buffalotech.com/support-and-downloads/warranty-and-rma> (the “**Buffalo Limited Warranty**”). These terms and conditions set forth Buffalo’s Express Service Program and govern Buffalo’s Express Service Agreement (defined below).

### Express Service Agreement

Express Service Agreements (collectively, “**Express Service Agreements**”, and each, an “**Express Service Agreement**”) for the Buffalo products specified below (the “**Eligible Products**”) are available for purchase by Buffalo resellers and by end-user customers through Buffalo resellers (collectively, “**Customers**”) and apply to the single product for which it is purchased and registered for as long as such product remains covered under the Buffalo Limited Warranty. Customers who purchase an Express Service Agreement shall receive: (1) an expedited warranty registration/warranty verification process and (2) Next-business-day replacement service, as described below.

### Products Eligible for Express Service

The following Buffalo products are Eligible Products for Buffalo’s Express Service Program (“**Express Service**”) as of October 1, 2015:

Product Series	Part Number
TeraStation™ TS5400DN, TS5800DN, TS5600DN	3YNBD20
TeraStation™ TS5400RN	3YNBD20
TeraStation™ WS5200DN, WS5400DN, WS5400RN	3YNBD20
TeraStation™ TS3210DN, TS3410DN, TS3410RN	3YNBD20
TeraStation™ TS5210DN, TS5410DN, TS5810DN	3YNBD20
TeraStation™ WS5220DN, WS5420DN, WS5420RN	3YNBD20
TeraStation™ TS5420DN, TS5420RN	3YNBD20
TeraStation™ TS3220DN, TS3420DN, TS3420RN	3YNBD20
TeraStation™ TS51210RH, TS51220RH	3YNBD10

Buffalo may modify the list of Eligible Products for the Express Service agreement at any time, with immediate effect. No such modification will limit any Express Service coverage purchased on a given Eligible Product.

### Purchase and Registration Process

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

### Warranty Request and Product Return Procedures



To request warranty service for an Eligible Product please go to [www.buffaloamericas.com](http://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](http://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 an Eligible Product. The Eligible Product that a Customer returns to Buffalo must be properly packaged in its original packaging (or packaging providing the Eligible 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 an Eligible Product, because the Eligible 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 Eligible 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 Eligible Product with a comparable refurbished product, except where prohibited by law.

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

Buffalo carefully monitors failure rates of its products and reserves the right to cancel, with no refund, the Express Service Agreement if Buffalo reasonably believes that a Customer is abusing Buffalo's warranty return procedures, such as if replacement of defective Eligible Products significantly exceeds standard failure rates for the products covered under the Express Service Agreement, as determined by Buffalo in its sole discretion.



## **Optional Drive Retention Agreement**

Additionally, in connection with the purchase of an Express 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 an Eligible Product pursuant to the Buffalo Limited Warranty, then any defective disk drives (standard, Solid-State Drive and Serial ATA Hard Disk Drives) contained within the defective Eligible Products become the property of Buffalo once replaced under the terms of the Buffalo Limited Warranty.

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

In the event a Customer has purchased a Drive Retention Agreement and the disk drive is included in the returned Eligible 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 Eligible Product and the disk drive under the terms and conditions of the Buffalo Limited Warranty and as may be contained herein.

## **Additional Terms and Conditions**

Express Service is only available for products shipped to, and located in, the United States of America and Canada. Express Service Agreements cannot be pro-rated or transferred. Express Service Agreements are only refundable if the Eligible 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.

## **Limitations of Service**

The Buffalo Limited Warranty and Express Service does not cover or apply to products or components that were not sold or installed by Buffalo. The Buffalo Limited Warranty and Express Service does not cover any damage to the Eligible Product that results from abnormal mechanical or environmental conditions, abuse, accident, improper installation, misuse, insufficient or excessive electrical supply, natural disaster, or any unauthorized disassembly, repair, or modification. The Buffalo Limited Warranty and Express Service does not apply to any Eligible Product on which the original product label and or UPC information has been altered, obliterated or removed, has not been handled or packaged correctly, has been sold as second-hand or has been resold contrary to US export regulations.

The Express Service covers only replacements for Eligible Products that Buffalo, in its sole discretion, determines are defective and require replacement pursuant to the Buffalo Limited Warranty. Buffalo does not cover under the Buffalo Limited Warranty and is not liable for any loss of data or any costs associated with diagnosing the source of



system problems or installing, removing or servicing Buffalo products. The Express Service excludes any and all third-party software, connected equipment or stored data.

Under no circumstances shall Buffalo be liable in any way to Customer for damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use of, or inability to use, any Eligible Product. Buffalo reserves the right to revise or update its products, software, or documentation in keeping with technological advances without obligation to notify any individual or entity.

### **Limitation of Liability**

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