

Terms and Conditions for weaKnees Two-Year Extended Warranty

The weaKnees.com (“weaKnees”) extended warranty covers each related hard drive purchased from weaKnees at the time the Extended Warranty was purchased (each a “Covered Drive”). A single-drive Extended Warranty covers one Covered Drive (“Single-Drive Extended Warranty”); a dual-drive Extended Warranty covers two Covered Drives (“Dual-Drive Extended Warranty”, and with the Single-Drive Extended Warranty, generally referred to as an “Extended Warranty”). The following terms and conditions govern the weaKnees’ Extended Warranty:

- 1) Commencement. The Extended Warranty period commences on the date of purchase and expires two years from that date. The Extended Warranty replaces any other standard weaKnees warranty that may otherwise be in place at the time of purchase.
- 2) Coverage. The Extended Warranty covers only the Covered Drives. In the event the customer purchases an Extended Warranty for fewer hard drives than the total number purchased, then the customer must designate (via email to weaKnees) the Covered Drives within 5 business days of receipt of the hard drives. If the customer fails to designate the Covered Drives, then the Covered Drives will be the first hard drives purchased on the customer’s order. The Extended Warranty shall be distinct from and co-exist with any drive manufacturer’s warranty that may be in place from time to time, and weaKnees’ Extended Warranty has no applicability to, or relationship with, any warranty offered by a Covered Drive’s manufacturer. Without limiting the generality of Sections 7) and 8), this Extended Warranty does not cover any customer data (including, without limitation, any programming, settings or other preferences) on any Covered Drive.
- 3) Replacement. WeaKnees shall, at its election, (a) replace any Covered Drive returned under the Extended Warranty with a new or refurbished Covered Drive of equivalent or better specification if the Covered Drive is shown to fail manufacturers’ tests, or (b) refund the price paid for the Covered Drive. Any replacement Covered Drive will be covered by the Extended Warranty until the expiration of the initial term.
- 4) Transferability. The Extended Warranty is not transferable and is valid for the original purchaser of the Covered Drive only.
- 5) Claim Procedure.
 - a) General Procedure. WeaKnees will not process a request under an Extended Warranty until and unless the Covered Drive serial number and invoice number are provided to WeaKnees. Once the Covered Drive serial number and invoice number are provided, weaKnees will transmit via email a “Repair Authorization Number” (RMA) to the customer. WeaKnees reserves the right to limit the time period in which any RMA is valid, and the issuance of an RMA will not extend the Extended Warranty period.
 - b) If WeaKnees Originally Shipped the Covered Drive(s) in a DVR. If at the time a Covered Drive was purchased, weaKnees installed the Covered Drive into the customer’s digital video recorder (“DVR”), then the customer shall ship the entire DVR (together with the installed Covered Drive(s)) to weaKnees in “DVR Approved Packaging” (as defined below). The RMA must be written on the inside and outside of the customer’s box. The customer is solely responsible for all costs relating to the return of the DVR to WeaKnees, including but not limited to the costs of packing, shipping and insuring the DVR. Upon receipt, weaKnees will use standard drive manufacturers’ tests to test the Covered Drive and, if applicable, any other hard drive (“Factory Drive”) in the DVR that was installed by a third party. The test results shall be conclusive and final. Under no circumstances shall WeaKnees be responsible for, nor shall this Extended Warranty cover, any component of the DVR other than the Covered Drive(s).
 - i) One or more Covered Drives Fail; Factory Drive (if installed) Passes. If one or more Covered Drives fail, weaKnees will replace the Covered Drive(s) and will return the DVR to the customer. If the DVR also included a Factory Drive that passes, weaKnees will install a replacement for the Covered Drive, re-install the Factory Drive and ship the DVR back to the customer. weaKnees will also load the operating system software onto the DVR’s hard drive(s) before shipping the DVR back to the customer.
 - ii) One or more Covered Drives Pass; Factory Drive (if installed) Fails. If the DVR contains a Factory Drive that fails and a Covered Drive that passes, then weaKnees will contact the customer and at the customer’s election, weaKnees will either (1) subject to software limitations and the payment of a handling fee, configure the DVR with only the Covered Drive, or (2) replace the Factory Drive with a new drive, with pricing to be determined based on the new drive’s capacity. weaKnees will also load the operating system software onto the DVR’s hard drive(s) before shipping the DVR back to the customer.
 - iii) One or more Covered Drives Fail; Factory Drive (if installed) Fails. If the DVR contains a Factory Drive that fails and a Covered Drive that fails, then weaKnees will replace the Covered Drive and will contact the customer. At the customer’s election, weaKnees will either (1) subject to software limitations, configure the DVR with only the Covered Drive, or (2) replace the Factory Drive with a new drive, with pricing to be determined based on the drive capacity. If the customer sends two Covered Drives and one or both fail, weaKnees will replace the failed drive(s) and send the DVR (with drives installed) back to the customer. In either case, weaKnees will also load the operating system software onto the DVR’s hard drive(s) before shipping the DVR back to the customer.
 - iv) One or more Covered Drives Pass; Factory Drive (if installed) Passes. If all drives in the DVR pass, weaKnees will return the DVR to the customer and, in weaKnees discretion, may charge the customer a testing and handling fee.
 - v) “DVR Approved Packaging”. For purposes of this section, DVR Approved Packaging means the same packaging that weaKnees used to ship the unit to the customer, or the functional equivalent.
 - c) If WeaKnees Originally Shipped Only the Covered Drive(s). If at the time a Covered Drive was purchased, weaKnees sent the Covered Drive as part of a self-install kit, then the customer shall *not* ship the entire DVR to weaKnees (unless the customer obtains prior consent and pays a specified shipping and handling fee). If the customer installed a Covered Drive in the DVR together with a Factory Drive, then the customer shall ship *both* the Covered Drive and the Factory Drive to weaKnees. If the Covered Drive(s) are the only hard drives installed in the DVR, then the customer will send only the Covered Drive(s). The customer is solely responsible for all costs relating to the return of the Covered

Drive(s) (and, if applicable, the Factory Drive) to WeaKnees, including but not limited to the costs of packing, shipping and insuring the drives. All drives must be shipped in "Drive Approved Packaging" (as defined below). The RMA must be included on the inside of the customer's box and must be printed on the outside of the customer's box. Upon receipt of the drives, weaKnees will use standard drive manufacturers' tests to test the Covered Drive and, if applicable, the Factory Drive. The test results shall be conclusive and final.

- i) One or more Covered Drives Fail; Factory Drive (if included) Passes. If one or more Covered Drives fails, weaKnees will replace the Covered Drive(s) and will return the replacement drive(s) to the customer. If the Covered Drive was installed together with a Factory Drive and the Factory Drive passes, weaKnees will return the Factory Drive together with the replacement for the Covered Drive. weaKnees will also load the operating system software onto the DVR's hard drive(s) before shipping the drives back to the customer.
 - ii) One or more Covered Drives Pass; Factory Drive (if installed) Fails. If the customer sends a Factory Drive that fails and a Covered Drive passes, then weaKnees will contact the customer and at the customer's election, weaKnees will either (1) subject to software limitations and the payment of a handling fee, configure the Covered Drive to work as a single-drive in the DVR, or (2) replace the Factory Drive with a new drive, with pricing to be determined based on the drive capacity. weaKnees will also load the operating system software onto the hard drive(s) before shipping back to the customer.
 - iii) One or more Covered Drives Fail; Factory Drive (if installed) Fails. If the customer sends a Factory Drive that fails and a Covered Drive that fails, then weaKnees will replace the failed Covered Drive and will contact the customer. At the customer's election, weaKnees will either (1) subject to software limitations, configure the Covered Drive to work as a single-drive in the DVR, or (2) replace the Factory Drive with a new drive, with pricing to be determined based on the drive capacity. If the customer sends two Covered Drives and one or both fail, weaKnees will replace the failed drive(s) and send them back to the customer. In either case, weaKnees will also load the operating system software onto the hard drive(s) before shipping back to the customer.
 - iv) One or more Covered Drives Pass; Factory Drive (if installed) Passes. If all drives pass, weaKnees will return the drives to the customer and, in weaKnees discretion, may charge the customer a testing and handling fee.
 - v) "Drive Approved Packaging". For purposes of this section, Drive Approved Packaging means the same packaging that weaKnees used to ship the drive(s) to the customer, or packaging approved by the Covered Drive manufacturer. Drive Approved Packaging does not include, among other things, hard drives packed in padded envelopes, bubble wrap, newspaper, or peanuts.
- 6) Exceptions and Exclusions. The Extended Warranty does not cover any of the following conditions:
 - a) Abuse, unreasonable use, mistreatment, or neglect
 - b) Unusual physical or electrical stress or power fluctuations
 - c) Physical damage caused during installation of the Covered Drive, if installation was not performed by weaKnees
 - d) Physical damage caused by modification or repair not made or authorized by weaKnees
 - e) Covered Drive whose serial number have been removed, torn or defaced
 - f) Physical damage caused by use of shipping materials that are not suitable for the shipment of a Covered Drive. Only packaging approved by the Covered Drive manufacturer will be deemed suitable for purposes of this Extended Warranty. In addition, original weaKnees packaging, if complete and not damaged, will be deemed suitable packaging for purposes of this Extended Warranty.
 - 7) THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. WEAKNEES SPECIFICALLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS AS TO THE PRODUCTS OR ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, WEAKNEES SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY DOES NOT APPLY TO, AND WEAKNEES MAKES NO WARRANTY WITH REGARD TO, ANY COVERED DRIVE OR OTHER COMPONENT ORIGINALLY SOLD AS AN INTEGRATED COMPONENT OF A SYSTEM NOT SUPPLIED BY WEAKNEES. IN NO EVENT SHALL WEAKNEES' LIABILITY EXCEED THE AMOUNT PAID FOR THE COVERED DRIVE.
 - 8) WEAKNEES IS NOT RESPONSIBLE OR LIABLE FOR ANY INDIRECT, UNFORSEEABLE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER OR NOT WEAKNEES WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, LOSS OF DATA OR PROGRAMS, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH WEAKNEES PRODUCTS OR ANY OTHER DAMAGES ARISING OUT OF THE PURCHASE, USE OR PERFORMANCE OF THE COVERED DRIVE. WeaKnees is not, and cannot be, responsible for any losses or damages arising out of any loss of, or any inability to access, data as a result from the failure of a Covered Drive. The allocation of risk under this limitation of liability is reflected in the purchase price of the Covered Drive.