



## **Fujitsu Hard Drive Retention Program Terms & Conditions**

1. If service requires the replacement of hard disk drives (included HDD and SSD) under the terms of this Replacement Program, the replacement items become the property of Customer.
2. The warranty period for the HDD/SSD inherits the current terms of the servers' warranty or support contract in place. It does not start a new warranty period.
3. Fujitsu Business Technologies Asia Pacific Limited ("FBTA") may use new, refurbished, or reconditioned HDD/SSD that are in good working order as replacements. Replacement HDD/SSD shall be of like kind and quality of those replaced.
4. This Retention Program may be enforced only by the original purchaser of the Product and is not transferable.
5. If customer fails to comply with the terms and conditions of the Fujitsu Hard Drive Retention Package as written, FBTA will not be obligated to continue providing the service and any and all support for hard drive failures will return to the warranty support program of the base Lifebook/Desktop PC from which it came.

### **What is Not Covered?**

The following items are not covered by this service contract:

1. Any Product on which the serial number has been defaced, modified, or removed.
2. Damage, deterioration, or malfunction resulting from:
  - a). Accident, misuse, abuse, neglect, fire, water, lightning or other acts of nature, improper storage, unauthorized Product modification, or failure to follow instructions supplied with the Product.
  - b). Alteration, repair or attempted repair by anyone not authorized by FBTA
  - c). Any other cause that does not relate to a Product defect.
3. Data destruction or Data Wipe.
4. Asset recovery, disposal or recycling.



5. HDD/SSD recalled by the manufacturer due to safety risks.
6. Non-standard hard drives requests.
7. Support for failed or retained HDD/SSD. Support under this program will be managed by the warranty or support contract terms inherited from the Lifebook/desktop PC. This program only provides replacement and retention.

### **Customer Responsibilities**

1. Software/data backup. It is the customer's responsibility to ensure that data, software and applications are backed up before service from FBTA.
2. Work with FBTA technical support and or if any onsite service is required by its service provider. Most hard drive issues may be fixed by telephone or by replacement.
3. Customer shall report all hard drive failure issues to FBTA technical support as they happen.
4. Customer shall retain physical control of the HDD/SSD. FBTA is not responsible for any loss of data. FBTA is not responsible for data contained on HDD/SSD which may be returned to FBTA.
5. Disposal. The customer shall be responsible for any disposal or destruction of the failed or retained HDD/SSD, which may contain classified, proprietary and or sensitive data to the customer. FBTA bears no responsibility.