

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who sold the product. Please review the warranty carefully, and contact the manufacturer if you have any questions.

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Memory (RAM) Solid State Drives Hard Drives Accessories Support

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MICRON CONSUMER PRODUCTS GROUP TERMS AND CONDITIONS OF SALE NORTH, CENTRAL, AND SOUTH AMERICA

Payment. Unless otherwise stated on the face hereof, all payments shall be due upon receipt of invoice. On any amounts not paid when due, customer agrees to pay interest at the rate of 1-1/2% per month (18% per year) or, if such rate is in excess of the rate allowed by law, then the highest rate allowed by law. In addition, customer agrees to pay all costs of collection, including costs of litigation and reasonable attorney's fees. Micron Consumer Products Group reserves the right to obtain a security interest in the products sold to customer, and in proceeds thereof, until payment is made in full by customer. Customer agrees to execute financing statements and other instruments at Micron Consumer Products Group's request. A \$15.00 collection fee will be charged for all dishonored checks.

Taxes. Unless otherwise stated on the face hereof, stated prices do not include any customs duties, sales, use, value added, excise, federal, state, local or other taxes. All such duties or taxes shall be paid by customer, or, in lieu thereof, customer shall provide Micron Consumer Products Group with an appropriate tax exemption certificate.

Title. Title to products passes from Micron Consumer Products Group to customer upon shipment from Micron Consumer Products Group's facility.

FCA and Risk of Loss. Unless otherwise stated on the face hereof, all shipments are FCA (Incoterms 2010) Micron Consumer Products Group's Meridian, Idaho facility. Micron Consumer Products Group's liability for delivery shall cease, and title and all risk of loss or damage shall pass to customer upon delivery to carrier.

Governing Law, Jurisdiction, and Costs. This agreement is governed by the laws of the State of Idaho, without regard to its conflict or choice of law provisions. Customer acknowledges and agrees that Idaho is an appropriate place for venue of any litigation and that Idaho courts have jurisdiction over this agreement and customer. In the event the customer and Micron Consumer Products Group are unable to resolve any customer dispute, and any collection action, suit, or other judicial proceeding is commenced, the prevailing party in any such collection action, suit, or judicial proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred.

Terms of Warranty: With respect to DRAM products (other than Ballistix products), Micron Consumer Products Group warrants to the original end customer of its products specified below that its products are free from defects in material and workmanship affecting form, fit, and function except with respect to refurbished products, or non-Crucial-branded products or software. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the customer who purchased such product and only while such customer owns such product. Micron Consumer Products Group, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron Consumer Products Group to be defective.

With respect to Crucial Ballistix products, Micron Consumer Products Group warrants to the original end customer of its products specified below that its products are free from defects in material and workmanship affecting form, fit, and function. All such products sold will meet the datasheet specifications as found on its Web page (www.crucial.com/ballistix). Any claim made alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who purchased such product and only while such customer owns such product. Micron Consumer Products Group, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron Consumer Products Group to be defective. Some system configurations may not be designed to operate or may not operate at the published Crucial Ballistix memory speed and timing settings. Overclocking, running your system faster than the speed for which it was designed or the published speed, or otherwise modifying your system timing may result in damage to computer components, and Micron Consumer Products Group disclaims any and all liability for such damage.

With respect to Solid State Drive products, Micron Consumer Products Group warrants to the original end customer of its products specified below that its products are free from defects in material and workmanship affecting form, fit, and function. The warranty period for all internal Solid State Drive products is three (3) years from the original date of shipment, except for the Crucial 225 Series Solid State Drive products which shall have a warranty period of five (5) years from the original shipment date. Micron Consumer Products Group shall have no liability with respect to any claim made after the applicable warranty period. Any claim alleging that any product fails to conform to the foregoing warranty may be made during the applicable warranty period only by the customer who purchased such product and only while such customer owns such product. Micron Consumer Products Group, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron Consumer Products Group to be defective during the applicable warranty period.

With respect to refurbished products, Micron Consumer Products Group warrants to the original end user customer of its products specified below that its products are free from defects in material and workmanship affecting form, fit, and function. Any claim must be made within thirty (30) days from the original date of shipment, and Micron Consumer Products Group shall have no liability thereafter. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the end customer who purchased such product and only while such customer owns such product. Micron Consumer Products Group, at its option, will replace or provide an in-store credit of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron Consumer Products Group to be defective during the warranty period.

With respect to video card products, Micron Consumer Products Group warrants to the original end customer of its products specified below that its products are free from defects in material and workmanship affecting form, fit, and function. Any claim must be made within one (1) year from the original date of shipment, and Micron Consumer Products Group shall have no liability thereafter. Any claim alleging that any product fails to conform to the foregoing warranty may be made only by the customer who purchased such product and only while such customer owns such product. Micron Consumer Products Group, at its option, will repair, replace, or provide an in-store credit or refund of either the original purchase price or fair market value, whichever is lower, of any product that is determined by Micron Consumer Products Group to be defective during the warranty period.

The above warranties cover only defects arising under normal use and do not include malfunctions or failures resulting from misuse, abuse, neglect, alteration, problems with electrical power, usage not in accordance with product instructions, acts of nature, or improper installation or repairs made by anyone other than Micron Consumer Products Group or a Micron Consumer Products Group-authorized third-party service provider. Micron Consumer Products Group reserves the right to substitute functionally equivalent new or serviceable used parts.

With respect to non-Crucial-branded products or software, any warranty is provided by the original manufacturer and not by Micron Consumer Products Group. These products may only be returned in accordance with the return policy in effect on the date of invoice.

RMA number required

In North, Central, and South America, customers must obtain an Return Material Authorization ("RMA") number by calling customer service at 1-800-336-8915 or [completing an online RMA form](#).

Returns will not be accepted without an RMA number.

Find the Right Memory with the Crucial Memory Advisor™ tool

We guarantee that the upgrades you find through the [Crucial Memory Advisor tool](#) will be compatible with your system, or your money back.

The warranties and technical support may vary from product to product.

Limitations. THE PRODUCTS ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT DEVICES OR SYSTEMS. EXCEPT AS SET FORTH HEREIN, MICRON CONSUMER PRODUCTS GROUP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND MICRON CONSUMER PRODUCTS GROUP DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO MODELS OR SAMPLES, OR ANY WARRANTIES OR INDEMNITIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL MICRON CONSUMER PRODUCTS GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. ALL DISPUTES ARISING OUT OF OR RELATED TO THE LIMITED WARRANTIES SET FORTH HEREIN (CUSTOMER DISPUTES) SHALL BE GOVERNED BY THE LAWS OF THE STATE OF IDAHO. CLAIMS AGAINST MICRON CONSUMER PRODUCTS GROUP FOR SHORTAGES SHALL BE DEEMED WAIVED IF NOT MADE WITHIN THREE (3) BUSINESS DAYS AFTER RECEIPT OF THE SHIPMENT.

Inspection and Return Procedures. Please contact the place of purchase for return procedures. If the customer purchased product directly from Micron Consumer Products Group, the customer shall inspect the product within 45 days of receipt (30 days for hard drives), such period being confirmed by the customer to be a reasonable period to examine the product for defects or shortfalls, and notify Micron Consumer Products Group promptly of any non-conformance. Failure to notify Micron Consumer Products Group within that 45-day period (30 days for hard drives) will constitute acceptance of the product for all purposes. If the customer purchased the product directly from Micron Consumer Products Group, the customer shall return the product to Micron Consumer Products Group pursuant to the following terms. No product may be returned for any reason without obtaining a Return Material Authorization from Micron Consumer Products Group. Customer is responsible for returning the product to Micron Consumer Products Group at the Customer's risk and expense. Customer is responsible for any duties and taxes due on replacement product sent from Micron Consumer Products Group. Refunds are only applicable to product purchased directly from Micron Consumer Products Group.

In **North, Central, and South America**, customer must obtain a Return Material Authorization ("RMA") number by calling customer service at 1-800-336-8915. Returned product should be shipped to the following address:

Micron Consumer Products Group
Attn: RMA Dept - RMA# _____
3475 E. Commercial Court
Meridian, ID 83642

Customer shall return the product to Micron Consumer Products Group securely packaged with each piece individually placed in the original clamshell, an antistatic bag(s) or placed appropriately in the slots of an ESD tray(s). Micron Consumer Products Group will not be responsible for damaged parts if the customer does not follow this process. Please retain shipping information, including tracking numbers, until your account has been credited by Micron Consumer Products Group or replacement product is received. If Micron Consumer Products Group determines that failure of the product was not a result of a defect in materials or workmanship, Micron Consumer Products Group reserves the right to charge the customer for parts and labor at Micron Consumer Products Group's then-current labor rate or charge the customer a 20% restocking fee. Micron Consumer Products Group will advise the customer prior to assessing these charges. Any product returned to Micron Consumer Products Group shall become the property of Micron Consumer Products Group.

Component Resale. Customer shall not engage in the business of reselling components purchased from Micron Consumer Products Group, or removing components from the product(s) for resale, except upon express prior written authorization of Micron Consumer Products Group.

Assignment. Customer may not assign his/her rights or obligations hereunder without the express prior written consent of Micron Consumer Products Group.

Entire Agreement. These terms and conditions, including those on the face hereof, constitute the entire agreement with regard to this sale and expressly supersede and replace any prior or contemporaneous agreements, whether written or oral, relating to said sale, including any terms and conditions on any of the customer's documents or purchase orders. This agreement shall be binding upon the heirs, successors, and assignees of the parties hereto. If any provision of this agreement shall be held to be invalid or unenforceable, the remainder of this agreement shall remain in full force and effect.

Governing Law, Jurisdiction, and Costs. This agreement is governed by the laws of the State of Idaho, without regard to its conflict or choice of law provisions. The customer acknowledges and agrees that Idaho is an appropriate place for venue of any litigation and that Idaho courts have jurisdiction over this agreement and customer. In the event the customer and Micron Consumer Products Group are unable to resolve any customer dispute, and any collection action, suit, or other judicial proceeding is commenced, the prevailing party in any such collection action, suit, or judicial proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred.

Terms and Conditions. This sale is subject to the terms and conditions stated herein, which are in lieu of and replace any and all terms and conditions set forth in any documents issued by customer, including, without limitation, purchase orders and specifications. In case of conflict between the terms and conditions stated here and those on the face hereof, those on the face hereof shall control. ANY ADDITIONAL, DIFFERENT, OR CONFLICTING TERMS AND CONDITIONS ON ANY SUCH DOCUMENT ISSUED BY THE CUSTOMER AT ANY TIME ARE HEREBY OBJECTED TO BY MICRON CONSUMER PRODUCTS GROUP, AND ANY SUCH DOCUMENT SHALL BE WHOLLY INAPPLICABLE TO ANY SALE MADE HEREUNDER AND SHALL NOT BE BINDING IN ANY WAY ON MICRON CONSUMER PRODUCTS GROUP. CUSTOMER'S REMEDIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ANY OTHER REMEDIES AVAILABLE TO CUSTOMER, WHETHER PROVIDED AT LAW, EQUITY, OR OTHERWISE.

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