

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.

## **Memory Warranty**

PNY Technologies, Inc. ("PNY"), manufacturer of your newly purchased PNY memory module (the "product"), warrants the product to be free from defects in materials and workmanship for the life of the product as sold to the original purchaser ("purchaser"), subject to all the terms and conditions hereunder. Lifetime is defined as the lifetime of the product on the market. Outdated technology is not covered by the Lifetime warranty if the item is no longer available on the market as a new product. This warranty is not assignable; products purchased second-hand sources are not warranted by PNY.

PNY only warranties items sold by authorized retailers, system builders, and distributors. These warranties are valid only for the original owner of the product. PNY will not warranty items that are purchased second-hand. This is still true even if the product or packaging appears sealed, advertised as new, or never used in any way.

PNY's sole obligation under this warranty is to replace or, at its option to repair, with new or remanufactured product, free of charge, all the product's defective parts. This warranty applies only on the condition that the product has been installed, maintained and operated under conditions of normal use and in accordance with the installation guide provided herewith. The provisions of this warranty shall not apply if, in PNY's judgement, the product has been subject to misuse or neglect, improper installation, damaged in an accident, or repaired or altered in any way that adversely affects its performance or reliability. The product is not authorized for use as a critical component in life support devices or systems without the prior written consent of a duly authorized officer of PNY.

**THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE AGAINST INFRINGEMENT, WHICH OTHER WARRANTIES ARE EXPRESSLY EXCLUDED AND DISCLAIMED. PNY SHALL NOT BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH PURCHASER MAY SUSTAIN, EVEN IF PNY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES. IN NO EVENT SHALL PNY'S LIABILITY EXCEED THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.** Warranty coverage requires proof of purchase documentation evidencing the date of purchase (sales receipt or invoice) and original packaging. The consumer is responsible for all shipping costs. When shipping from outside the United States this will include freight, duty, customs fees and taxes. To obtain warranty service during the warranty period, contact your place of purchase or phone PNY at 1-800-769-7079. **THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT DULY SIGNED BY PNY.**

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