

LIMITED WARRANTY ON XFX GRAPHICS CARDS

FOR NORTH AMERICA (UNITED STATES AND CANADA)

XFY-branded hardware products purchased in the United States come with a limited hardware warranty that extends to end-user customers. Other persons in the distribution chain, including those purchasing hardware products for resale, are governed by a separate agreement.

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your — our end-user customer's — XFY-branded Graphics Cards purchased in the United States and Canada.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software or drivers provided by XFY or third parties.
- Problems that result from: (1) external causes such as accident, abuse, or problems with electrical power, (2) usage that is not in accordance with product instructions, (3) failure to follow the product instructions or failure to perform preventive maintenance; (4) products that are not in their original condition or that are not complete with all original components, or (5) problems caused by using accessories, parts, or components not supplied by XFY.
- Products for which XFY has not received payment.

***** XFY has carefully selected the optimal thermal or fansink component for your graphics card model. We do not encourage the removal of components due to damage that may result in the process. XFY understands that some enthusiasts may choose to replace the original component with their own cooling solution. To support the gaming community, we recommend that you contact XFY prior to any modifications so that we can update your profile and product registration to avoid potential issues with warranty support. In addition, XFY support will be able to walk through the installation with you or provide feedback and pointers on available options for your specific product. You may even consider shipping your components to XFY and allow the technicians at XFY to perform the modification for you (shipping charges to XFY apply).***

XFY'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED BELOW.

NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. Some states do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

How does state law apply?

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state (or jurisdiction to jurisdiction).

How long does this limited warranty last?

The limited hardware warranty for Graphics Cards lasts for a time period of two years.

Which products are eligible for a limited lifetime hardware warranty?

The following Graphics Cards are eligible for an extension of the standard two-year limited hardware warranty:

1. XFX Radeon R 200-Series Double Dissipation Edition and HD 7000 Series Double Dissipation Edition Graphics Cards.
2. XFX Radeon R-Series and HD 7000 Series Graphics Cards with 10-digit model numbers ending in "R" (example: "FX-797A-TDFR")
3. XFX Radeon HD 6000, HD 5000, and HD 4000 Series Graphics Cards
4. XFX GeForce GT 640, GT 630, 520, GT 430, 200, 9000, 8000, 7000, 6000 Series Graphics Cards purchased after April 17, 2007.

If you register any of the specified products noted above online at <http://www.xfxforce.com/> within 30 days of purchase, your limited warranty will be **EXTENDED** for the duration of your life. Registration within 30 days of the date of purchase is a condition precedent to receiving the lifetime warranty.

The limited hardware warranty on all XFX-branded products begins on the date of the packing slip, invoice, or receipt. A copy of the dated original invoice/receipt must be submitted to verify warranty repair or replacement. In circumstances where the transaction record is not available or reasonably verifiable (based on date of manufacture), the warranty period shall begin on the date of manufacture of the product.

***** *The limited warranty for XFX Limited Edition graphics cards lasts for a period of two years and is non-transferable.***

How long is the limited warranty on a replacement product (after RMA)?

The standard warranty period is not extended if we repair or replace a warranted product or any parts. However, if the original product is properly registered under the lifetime warranty program, a replacement card that is issued within the first two years of the warranty period will also receive the benefit of the limited lifetime warranty coverage. A third replacement within the first two years of the original warranty period will disqualify the lifetime warranty coverage for the original owner—and will default to the following coverage for the replacement item:

Within 2 years of warranty start date:
2 years limited warranty

After 2 years from warranty start date:
1 year limited warranty

XFX may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

May I transfer the limited hardware warranty?

The limited hardware warranty for selected Graphics Cards may only be transferred to one owner after the original owner.*** The following Graphics Cards are eligible:

1. ALL XFX Radeon HD 6000, HD 5000, HD 4000 Series Graphics Cards
2. XFX GeForce GT 520, GT 430, 200, 9000, 8000, 7000, 6000 Series Graphics Cards purchased after April 17, 2007

Limited hardware warranties for Graphics Cards may be transferred if the new owner registers online at <http://www.xfxforce.com/> within 90 days of the transfer using the same Registration ID as the original owner. This new owner registration process is a condition precedent to transferring the limited hardware warranty for Graphics Cards. The duration of the new owner's limited hardware warranty will be limited to the duration of the original owner's limited hardware warranty. If the original owner has a warranty for the duration of its life, the new owner's life shall become the measuring life that determines the duration of the warranty.

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What do I do if I need warranty service?

To request a limited hardware warranty repair, go to the support section of our web site (www.XFXsupport.com). Your product must be registered to fill out a support ticket.

What will XFX do?

During the duration of the limited hardware warranty, XFX or its authorized representative will repair any XFX-branded hardware products returned to us that prove to be defective in materials or workmanship. If XFX or its authorized representative is not able to repair the product, we will replace it with a performance-comparable product. XFX offers only refurbished products or parts that have been inspected and tested and make sure they are in good quality.

When you contact us via phone or web, we will issue a Return Material Authorization Number for you to include with your return. You must return the products to us in their original or equivalent packaging with all original components, prepay shipping charges, and insure the shipment or accept the risk if the product is lost or damaged in shipment. We will return the repaired or replacement products to you. We will pay to ship the repaired or replaced products to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories). Otherwise, we will ship the product to you freight collect.

If we determine that the problem is not covered under this warranty, we will notify you and inform you of service alternatives that are available to you on a fee basis. If you want the product returned, you will have to pay the shipping fees.

How will you fix my product?

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and systems. Refurbished parts and systems are parts or systems that have been returned to XFX, some of which were never used by a customer. All parts and systems are inspected for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought. XFX owns all parts removed from repaired products.

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