United States / Canada Warranty

EVGA offers a variety of warranties to fit your needs. Read below for more information. If you need to take advantage of EVGA's warranty, please visit our <u>RMA page</u> for detailed instructions.

EVGA will provide a warranty to each retail product and that the product will not suffer, in material or workmanship, from any defect that adversely affects the performance of the product.

Warranty Length

These warranty terms are valid for purchases ON or AFTER **July 1st, 2011** for products within the regions of the Continental United States, Alaska, Hawaii, and Canada. For prior versions of the warranty terms please click here: <u>Warranty terms prior to July 1st, 2011.</u>

Standard Warranty (Original Purchasers Only)

The following warranty lengths are provided to the **Original Purchaser** for EVGA products purchased on or after July 1, 2011 from an <u>EVGA authorized reseller</u> with a valid proof of purchase. For EVGA products not purchased from an <u>EVGA authorized reseller</u> or for owners that do not have a valid proof of purchase than the warranty is available for up to 3 years, which will not exceed the warranty length assigned to the part number, and the warranty will start from the EVGA shipping date. For more details on the EVGA transferable warranty then please see the Transferable Warranty section below.

- Limited 10 Year Suffixes: -XR, -X1, -X2, -X3, -X4
- Limited 5 Year Suffixes: -GR, -SR, -VR, -V1, -V2, -V3
- Limited 3 Year Suffixes: -KR, -K1, -K2, -K3, -KB, -KA, -KF, -KM
- Limited 2 Year Suffixes: -LA, -LE, -LR, -L1, -LX, -T1, -T2, -TR, -TX
- Limited 1 Year Suffixes: -B1*, -BR**, -BX, -DR, -RX
- Limited 90 Day Suffix: -RB

Standard Warranty Exceptions:

- * EVGA mobile devices such as the EVGA Tegra Note 7 carry their own limited warranty terms and conditions that can be located at our <u>Mobile Warranty Page</u>. The following global terms and conditions do not apply to these devices.
- ** 100-UT-0400-BR is covered under 30-day DOA only warranty coverage

- The following EVGA Power Supplies include an extended warranty upon registration by the **original owner** purchased from an EVGA authorized reseller.
 - 120-PB-0750-KR: Includes an additional 2 year extended warranty (5 Year Warranty Total)
 - 120-PG-0650-GR: Includes an additional 5 year extended warranty (10 Year Warranty Total)
 - 120-PG-0750-GR: Includes an additional 5 year extended warranty (10 Year Warranty Total)

Limited Lifetime Warranty (Original Purchasers Only)

Limited Lifetime Warranties are available to the **original owner** on applicable parts if registered by the **original owner** within 30 days of the date of purchase. A valid proof of purchase is required from an <u>EVGA authorized reseller</u> to verify Limited Lifetime Warranty availability. For more details on the EVGA transferable warranty then please see the Transferable Warranty section below.

• Limited Lifetime Suffixes: -A1, -A2, -A3, -A4, -AR, -AX, -CR, -CX, -DX, -FR, -FX, -SG, -SX

Limited Lifetime Warranty Exceptions

- Limited Lifetime warranty products purchased on or after July 1, 2011 that are not registered within 30 days from the date of purchase will have a standard 3 year warranty.
- Limited Lifetime warranty products that were not purchased from an EVGA authorized reseller or that were sold as open box or used will not be eligible for the Limited Lifetime Warranty and will follow the Transferable warranty terms as shown below.

Transferable Warranty (Secondary Owner)

EVGA offers an transferable warranty for products shipped new from EVGA on or after July 1, 2011 so long as the product is in its original factory condition and retains all of the factory labels and stickers. The transferred warranty will not exceed 3 years from the products shipping date from EVGA and will also not exceed the original warranty offered on the product.

- **3 Year Suffixes**: -A1, -A2, -A3, -A4, -AR, -AX, -CR, -CX, -DX, -FR, -FX, -SG, -SX, -XR, -X1, -X2, -X3, -X4, -GR, -SR, -VR, -V1, -V2, -V3, -KR, -K1, -K2, -K3, -KB, -KA, -KF, -KM
- 2 Year Suffixes : -LA, -LE, -LR, -LX, -T1, -T2, -TR, -TX

Transferable Warranty Exceptions

- Non-transferable Suffixes: -B1, -BR, -BX, -DR, -RX, -RB
- Products shipped from EVGA as warranty replacements will be subject to this warranty so long as the original product was shipped from EVGA on or after July 1, 2011.
- Products sent as demo unit or given away as prize do not transfer warranty.

Optional Programs

EVGA offers optional programs to the **original owner** with a valid proof of purchase when purchased from an <u>EVGA authorized reseller</u> including the <u>EVGA Extended Warranty Program</u>, the <u>EVGA Advanced RMA Program</u>, and the <u>EVGA Step-up Program</u>. Please note that if an <u>EVGA Extended Warranty</u> and/or <u>EVGA Advanced RMA (EAR)</u> is purchased on a item it/they will not transfer to a second owner and are not valid on any transferred warranty.

To view more information on these programs and to see if your product qualifies, please visit the programs page to view the terms and conditions for that program.

- Extended Warranty
- EVGA Advanced RMA
- Step-Up®

Warranty Terms

Product condition:

This Limited Warranty is conditioned upon proper use of the Product by the Purchaser. This Limited Warranty does not cover:

- Defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, submersion in oil, use of adhesives, use of solder, moisture, rust, cigarette residue, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress.
- Scratches, dents or cosmetic damage(s) caused to the product.
- Defects or damage resulting from excessive force.
- Equipment that has the serial number or factory identification labels removed, defaced, damaged, altered or made illegible.
- Defects or damage resulting from 'the use of a product in conjunction or connection with accessories, products, or secondary peripheral equipment not furnished or approved by EVGA CORPORATION.
- Defects or damages resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by EVGA CORPORATION.

- Defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorms, lightning, earthquake, exposure to weather conditions, theft, blown fuses, or improper use of any electrical source.
- Unauthorized changes to the BIOS or Firmware on graphics card that does not have a Dual BIOS option may cause this warranty to be null and void.

Replacement and Refund:

- EVGA CORPORATION reserves the right to check the validity of your warranty and your request for warranty service upon receiving the product.
- EVGA reserves the right to claim for shipping fees as well as a service charge from you
 for any incomplete or modified product that is returned and requires repair or
 replacement, or when you are not entitled to any coverage under EVGA's warranty.
 Service charges are variable based upon the actual material and labor cost to replace
 missing or modified parts back to their original factory condition.
- Products sent in for RMA will be repaired and returned or replaced with a thoroughly tested recertified product of equal or greater performance.
- EVGA Warranty begins from the date that the product was originally shipped from the EVGA warehouse.
 - For the **original owner** of the product with a valid invoice that can be verified from an approved reseller the warranty begins from the date of purchase on the invoice.
- EVGA only offers refunds on products purchased directly from EVGA.com within 30 days of purchase and are subject to a 15% restocking fee.
 - For products not purchased at EVGA.com, refund claims must be processed through the original vendor's return policy.
- All products returned from EVGA's RMA department are thoroughly tested recertified
 products. If an RMA is necessary within 30 days of the original purchase date, a new in
 box OEM replacement will be sent in return if the product was purchased new-in-box,
 subject to availability. All recertified purchases will receive a recertified product for
 replacement.
- Replacements under EVGA's RMA Service will continue the original product's warranty based on the original warranty start date.

Shipping:

- EVGA provides repair centers in: Brea, CA, USA. (Shipping Only)
- All products being sent to EVGA for warranty repair or replacement must be shipped into our facility.
 - EVGA will not accept any packages being dropped off unless by a shipping courier.
- EVGA does not ship to PO Boxes, also any cross-shipped product cannot be sent to a mail forwarding address.

- All Standard Cross Shipments and EVGA Advanced RMA Replacement (EAR) products require a signature upon delivery.
- EVGA will pay for return shipping on RMAs via EVGA's choice of courier and shipping method.
- Damaged boxes, or products received in shipping envelopes, or bubble bags will be immediately rejected and returned to sender.
- If your product is shipped to you and the address is invalid upon delivery, you are responsible for a redirect or re-ship fee which will vary depending on your region. You must contact EVGA prior to shipment for assistance to avoid this charge. EVGA is not responsible for packages delivered to an outdated address.
- If the product is returned to EVGA you will be responsible to pay for additional shipping charges. EVGA encourages you to check your shipping address prior to submitting any RMA request.
- EVGA recommends shipping via UPS or FedEx, and to always purchase insurance to protect your investment

All RMA replacements will state "Warranty Replacement" on the package to assist in avoiding any taxes, duties and/or brokerage fees through customs or otherwise. EVGA is not responsible for any fees charged by the destination country's government body, brokers or other third party.

Postal mail is not recommended for shipping any EVGA product. If your package is received with physical damage, a claim cannot be processed due to the limitations with postal services and the package will be returned to sender without alternative options.

What must you do to obtain warranty services?

To obtain service under this Limited Warranty, the purchaser must contact EVGA and receive a Return Merchandise Authorization (RMA) number prior to returning the product to EVGA CORPORATION. Please contact EVGA Technical support at 1-888-880-3842 option 1 or contact us by email at support@evga.com.

What are the limits on EVGA CORPORATION's liability?

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF EVGA CORPORATION'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

IN NO EVENT SHALL EVGA CORPORATION BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

EVGA CORPORATION MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY EVGA CORPORATION OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE PURCHASER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of EVGA CORPORATION regarding the Products or this Limited Warranty.

Serveability

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

EVGA CORPORATION 2900 Saturn St Suite B Brea, CA 92821 USA

Phone: 1-888-881-EVGA (3842)

Please Note: As EVGA strives to honor the best warranty in the business, we have and will continue to make policy changes. Make sure you read this document carefully and check back

for updates. EVGA reserves the right to change this policy without notice. Last update August 11, 2014.

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

Please feel free to call us first for any needed support at (888) 881-EVGA (3842) 24 hours a day, 7 days a week.

We stand behind the products we sell for their value, quality, and reliability.

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.