

# Product Warranty Information

Performance Designed Products, LLC (“PDP”) warrants to the original consumer purchaser of the product that our product will be free from defects in materials and/or workmanship, depending on the product type, for a period of between ninety (90) days and five (5) years (and as may be further specified on the product’s packaging), beginning from the date of original purchase of the product. If a defect covered by this warranty occurs during this period, PDP at its option will repair or replace, at no charge, any part that PDP determines to be defective. To obtain warranty services during the warranty period, please send the defective product postage pre-paid as follows:

United States & Canada: 2300 West Empire Avenue, Suite 600, Burbank, CA 91245

## Exclusions and Limitations

1. software, including (without limitation) (i) the operating system and software added to the PDP-branded hardware products through our factory-integration system, (ii) third-party software, or (iii) the reloading of software, software configurations or any data files;
2. products purchased through a third-party resale vendor (e.g. eBay, Craig’s List, etc)
3. non-PDP branded products and accessories, even if packaged and sold with the product;
4. problems with and/or damage to the product caused by using accessories, parts, or components not made by PDP;
5. damage caused by service (including upgrades and expansions) not performed by PDP;
6. claims arising from any unacceptable use or care of the product, including (without limitation) misuse, abuse, negligence, unauthorized modification or repair, unauthorized commercial use or any operation of the product outside PDP’s instructions;
7. claims arising from external causes, including (without limitation), accidents, natural disasters, weather-related events, liquid contact or fire;
8. products with a serial number or other manufacturing identifier that has been altered, obliterated or removed;
9. cosmetic damage, minor cosmetic abnormalities and normal wear and tear, including (without limitation), scratches, dents and chips.

This warranty gives you specific legal rights. You may have different or additional legal rights, including longer warranty periods, which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the limitations contained herein may not apply to you. In addition, consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the warranties set forth herein.

## Special Information for Australian Customers

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The benefits under our warranty are in addition to other rights and remedies under the law in relation to the goods.