ZOTAC Warranty Policy

ZOTAC USA Warranty

While we take our quality control and production process seriously, we understand the importance of protecting your investment with us. To stand confidently behind the hardware assembled and shipped through our factory, our products come attached with a standard warranty. To top it off, we offer to extend your warranty for qualifying products through an online product registration process as well. Before taking advantage of our warranty, please thoroughly read and understand the terms and conditions for a valid claim. Feel free to initiate the RMA process by visiting our RMA Request page.

Terms and Conditions

Please note: ZOTAC USA reserves the right to change the terms and conditions without advance notice. Please check back regularly for updates. This warranty supersedes and replaces any previous warranty, effective as of March 1st, 2013. Furthermore, ZOTAC USA agrees to warrant all Products in accordance with the terms of its standard warranty for each product, subject to and as may be modified from time to time and by ZOTAC USA's invoices for specific orders at ZOTAC USA's sole discretion.

Warranty Terms

- The warranty policies detailed within this page only apply to ZOTAC products purchased within North America (United States and Canada). For purchases from other regions, please consult the ZOTAC Global warranty page.
- Warranty claims will be serviced through the repair or replacement of the defective product, with ZOTAC USA holding sole discretion over the option to repair or replace. Any replacement product will be based on performance equal or greater than the original product, at the discretion of ZOTAC USA.
- Products must be purchased as new from an authorized ZOTAC reseller. Warranty only applies to the original purchaser of the product and cannot be transferred. Products purchased as secondhand or used, or from auction sites, do not carry any warranty.
- The warranty duration starts from the product's original date of purchase. A copy of the original receipt must be presented to validate the date of purchase.
- Products provided as replacements under the RMA service will continue under the original product's warranty at the original start date. The warranty date will not change or reset due to any RMA service performed.
- ZOTAC products received through promotions, contests, giveaways, or sponsorships, are not be covered under warranty. Please contact marketing.us@zotac.com to resolve any issues or defects with products earned without proof of purchase.

- ZOTAC's authorized resellers carry a standard policy regarding returns and warranties. So long as such policies cover the product, ZOTAC USA recommends reaching a resolution with the vendor first before filing a warranty claim with ZOTAC USA.
- All products come with a standard warranty, as well as an extended warranty option for graphics cards and motherboards. For a summary of the warranty durations, please see the below table:

Product Type

Graphics Cards (40 series and newer)

- Standard Warranty: 3 years
- Extended Warranty: Not available
- Total Warranty: 3 years total

Graphics Cards (30 series and older)

- Standard Warranty: 2 years
- Extended Warranty: +1 year (**Product registration required within 30 days of date of purchase on zotac.com)**
- Total Warranty: 3 years total

Motherboards

- Standard Warranty: 1 year
- Total Warranty: 1 year total

Mini PCs

- Standard Warranty: 2 years
- Extended Warranty: Not Available
- Total Warranty: 2 years total

VR GO

- Standard Warranty: 2 years
- Extended Warranty: Not Available
- Bundled Charging Dock Warranty: 1-year total
- Bundled Batteries - 6 months

Accessories

- Standard Warranty: 1 year
- Extended Warranty: Not Available
- Total Warranty: 1 year total

- VR GO Batteries - 6 months

Solid State Drives (SSDs)

- Standard Warranty: 3 year
- Extended Warranty: Not Available
- Total Warranty: 3 year total

ZOTAC GAMING MEK Series Gaming PC (MEK1, MEK ULTRA & MEK MINI)

- Standard Warranty (Parts and Labor): 1 year
- Extended Warranty: Not Available
- Total Warranty: 1-year total
- Bundled Keyboard and Mouse Warranty: 1-year total

* Below specific MEK models are applied with non-standard warranty
MEK1 model: G1107TK700B-U
MEK Ultra models: GU2070C701B-U-W2B, GU2080C701B-U-W2B, GU208TC702B-U-W2B, GU208TS901B-U-W2B
MEK Mini models: GM2070C701B-U-W2B, GM2060C5R1B-U-W2B, GM2070C5R1B-U-W2B

External Thunderbolt 3 Box

- Standard Warranty: 2 year
- Extended Warranty: Not Available
- Total Warranty: 2 year total

Refurbished

- Standard Warranty: 90 days
- Extended Warranty: Not Available
- Total Warranty: 90 days total

Open Box Graphics Card and Mini PC

- Standard Warranty: 2 years
- Extended Warranty: Not Available
- Total Warranty: 2 years total

Open Box MEK Gaming PCs and VR GO Backpack PC

- Standard Warranty: 1 year
- Extended Warranty: Not Available
- Total Warranty: 1 year total

- Product Registration: For extended warranty on products, product registration within 30 days of the verified date of purchase is needed and will qualify the product for Extended Warranty (correct documentation need to be provided). An automatic email will be sent out to you, the registree, by email as a summary of submission and of system acceptance- please contact ZOTAC USA Support at support.us@zotac.com should this confirmation email not be received, or if you have issues registering your product. ZOTAC USA cannot be held liable for incomplete or incorrect product registration.
- An RMA Request must be approved by ZOTAC USA prior to shipment, with instructions provided upon approval.

Product Conditions

Warranty claims will be void if the user:

- Tampers, defaces, or removes any stickers containing product identification information such as model number, serial number, or part number.
- Tampers, defaces, or removes any stickers indicating void warranty if broken.
- The GPU cooler fan has been removed or replaced.
- Causes defects through improper usage, failure to comply with operating instructions, inappropriate operating conditions, or unapproved repairs or modifications.
- Fails to return the product in the stock factory configuration or remove any aftermarket modifications.
- Causes defects through accidents, acts of God, acts of nature, negligence, liquid immersion, or improper ventilation.
- Knowingly and willingly attempt to defraud the validity of a claim.
- Uses the product for any cryptocurrency mining activity (unless it is designed specifically for such purpose).

Warranty Claims

ZOTAC USA reserves the right to:

- Deem the condition of the returned product upon inspection and verification.
- Collect a service charge and/or shipping fees at the customer's expense for any product returned in non-defective or improper condition.
- Hold any product unapproved for return- any returned product must follow the proper RMA procedures as instructed, with shipping fees covered at the customer's expense prior to releasing and shipping the product back to the sender.
- Select the method of service as either for repair or replacement- ZOTAC USA will select and deem suitable replacement products, valued at equal or greater performance.

ZOTAC USA holds no liability in:

- Damage to any returned product caused by improper packaging.
- Damage to any product caused in transit or by improper handling on the shipping carrier.
- Lost or damaged personal data, and personal accessories or belongings.

Shipping

- The customer will cover any shipping and handling costs for 1-way shipping to the designated RMA facility.
- ZOTAC USA will not be held liable for any damage caused to any product in transit or by the shipping carrier.
- ZOTAC USA will choose the shipping method and carrier, and cover any shipping and handling costs for 1-way shipping back to the customer to complete an authorized RMA.
- ZOTAC USA will not ship to any P.O boxes, military addresses (including APO, FPO, MPO, etc.), and destinations outside of the United States or Canada.

Contacts

If you would like to speak to our ZOTAC USA Customer Support team directly, please contact them at

1-877-599-6822
Monday - Friday
9:00AM - 6:00PM PST

Manufacture warranty 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.

Commercial Terms and Conditions

of Sales and Return Policy

1. Scope

1.1 “ZOTAC” means Zotac Technology Limited, a company incorporated in Hong Kong with its registered office at 19th Floor, Shatin Galleria, 18-24 Shan Mei Street, Fotan, New Territories, Hong Kong.

1.2 "Customer" means customer of ZOTAC.

ZOTAC and Customer shall be jointly referred to as "Parties" and individually as "Party".

1.3 "Conditions" means this Commercial Terms and Conditions of Sales and Return Policy.

1.4 "Goods" include ZOTAC Goods, spare parts, components and services sold or provided by ZOTAC to Customer under any invoice, proforma invoice or sales related agreement.

1.5 “Price” means price of the Goods.

1.6 These Conditions shall apply to all sales of Goods by ZOTAC to Customer and shall form integral part of any sales related agreement between ZOTAC and Customer. Customer’s general terms and conditions or small prints on its purchase order or purchase related agreement are not binding on ZOTAC, even if Customer makes such a claim and ZOTAC do not raise an objection to it.

2. Goods and Sample

2.1 All statements, technical information and recommendations concerning the Goods sold or samples provided by ZOTAC are based upon tests believed to be reliable, but do not constitute any warranty as to accuracy, completeness or fitness for Customer’s purposes. Parties acknowledge all Goods are sold and/or samples are provided on the basis that it is the sole responsibility of Customer to independently determine that Goods are suitable for the purposes of Customer.

2.2 Samples supplied to Customer are supplied for information purposes only and do not constitute any expressed and/or implied guarantee and/or warranty of conformity, quality, description, fitness for purpose or merchantable quality. Customer shall be deemed to have satisfied itself as to such matters prior to ordering the Goods.

3. Delivery

3.1 Delivery is subject to the International Commercial Terms of the International Chamber of Commerce (ICC) which are in force at the relevant dispatch date ("Incoterms").

3.2 Targeted delivery dates mentioned in any quotation, proforma invoice, order acceptance form or other media are approximations only and do not represent any binding obligation of ZOTAC towards Customer.

3.3 ZOTAC is allowed to reasonably extend delivery and performance deadlines for up to 4 weeks in case of disruptions that occur due to force majeure and other unforeseeable hindrances for which ZOTAC should not be held responsible, for example, non-receipt of deliveries from supplier, lock-outs, interruption of operations etc.

4. Packaging

The Goods shall be prepared, packed and labeled as per ZOTAC's standard requirements for the transport mode. Customer may request for special packaging but additional expenses shall be borne by Customer solely.

5. Quotations

5.1 A quotation by ZOTAC does not constitute an offer. ZOTAC explicitly reserves the right to withdraw or amend the quotation at any time prior to the confirmation of order by Customer. For the avoidance of doubt, Customer's purchase order shall not be deemed acceptance unless and until it is accepted by ZOTAC in writing or by conduct.

5.2 If Customer supplies data, drawings, volumes etc. to ZOTAC, ZOTAC will assume them to be accurate and complete and may base ZOTAC's offer upon them.

6. Prices

6.1 All prices are exclusive of VAT and other taxes, duties and/or charges. Unless otherwise agreed by Parties, Customer shall be solely responsible for all taxes (including VAT, duties or other governmental or regulatory charges imposed on the Goods) except for any income related taxes for which ZOTAC is directly liable.

6.2 ZOTAC shall have the right at any time to revise the Prices or to increase agreed-upon Prices to take account of inflation and increases in costs, including but not limited to costs of acquisition of any materials, carriage, labor or other overheads, the increase or imposition of any tax, duty and/or other levy and/or any variation in exchange rates.

7. Terms of Payment

7.1 ZOTAC shall invoice Customer upon delivery of the Goods. Payment of invoices shall be (i) in the invoiced currency, (ii) remitted into the bank account specified on the invoice. If a credit limit is granted and unless otherwise agreed between Parties, payment

shall be made within thirty (30) days from the date of invoice without any setoff or discount being applied.

7.2 Credit limit extended by ZOTAC to Customer for the purchase of the Goods may be changed or withdrawn by ZOTAC at any time. If an order for the purchase of Goods exceeds the credit limit or there is a change of Customer's creditworthiness, ZOTAC shall have a right to demand advance payment or cash on delivery of the Goods.

7.3 ZOTAC shall at all times have the right to demand advance payment or cash payment upon delivery of the Goods or to demand security to be provided in a form approved by ZOTAC to ensure that Price is paid.

7.4 If Customer fails to pay in accordance with Clause 7.1 above or fails to pay the invoice on its due date without reasonable ground, ZOTAC may refuse to accept further Purchase Orders and hold shipment of the Goods already ordered by Customer at its sole discretion. ZOTAC shall not be liable to any loss, compensation whatsoever that Customer may sustain. All amounts and interests payable by Customer shall become immediately due to ZOTAC.

7.5 ZOTAC is entitled to charge interest on late payment at the rate of 2% per month or the highest rate permitted under applicable laws, whichever is higher, in addition to its other rights and remedies, elect not to perform any further obligation under any sales related agreement until full settlement of the outstanding payment.

7.6 ZOTAC shall have right to set-off any amount and/or charge due by Customer with any amount payable by ZOTAC to Customer.

8. Title

8.1 Notwithstanding delivery and passing of the risk, and superseding the applicable Incoterms, title to the Goods shall be retained by ZOTAC and shall only be transferred to Customer when Customer has fully complied with all of its obligations contained in or arising from these Conditions and any sales related agreement between ZOTAC and Customer.

8.2 If Customer is in default in complying with any obligation arising from these Conditions and/or any sales related agreement between ZOTAC and Customer, ZOTAC shall have the right at all times to obtain possession of the Goods in which title has been reserved, wherever they are located, without prejudice to ZOTAC's right to compensation from Customer in connection with Customer's default.

8.3 Customer hereby grants an irrevocable right and license to ZOTAC and its servants and agents to enter upon all or any of Customer's premises with or without vehicles during normal business hours for the purpose of inspecting and/or taking back Goods to which it has retained title. This right and license shall continue to subsist notwithstanding the termination for any reason of any sale under these Conditions and any other sales related agreement between ZOTAC and Customer.

8.4 ZOTAC reserves the right to take back and resell any Goods to which it has retained title. ZOTAC's consent to Customer keeping of the Goods and any right Customer may have to keep the Goods shall in any event cease:

if any sum owed by Customer to ZOTAC (whether in respect of the Goods or otherwise) is not paid to ZOTAC in accordance with these Conditions;
upon the happening of any of the events set out in clause 14 below ; or

c. if Customer commits a breach of any agreement with ZOTAC.

8.5 Whilst Customer keeps the Goods with ZOTAC's consent (but not otherwise) Customer may in the ordinary course of its business sell or hire the Goods provided that:

as between Customer and its buyer, Customer shall sell or hire the Goods as principal and Customer shall not and shall not be empowered to commit ZOTAC to any contractual relationship with, or liability to the its buyer or any other person;

b. notwithstanding any agreed period of credit for payment of the price of the Goods, Customer shall pay the proceeds of such sales or hiring to ZOTAC forthwith upon receipt.

8.6 Customer agrees immediately upon being so requested by ZOTAC to assign or pledge to ZOTAC all rights and claims which Customer may have against its buyers arising from such sales until payment is made in full as stated above.

9. **Intellectual Property**

9.1 Customer shall indemnify and keep indemnified ZOTAC against all claims, liabilities, costs, damages and expenses incurred by or for which ZOTAC may become liable as a direct or indirect result of

a. carrying out of any work required to be done on or to the Goods in accordance with the requirements or specifications of Customer involving any infringement or alleged infringement of any intellectual or industrial property rights vested in any third party; or

b. carrying out any amendments, alterations or other work on the Goods involving any infringement or alleged infringement of any intellectual or industrial property rights vested in any third party by any person other than ZOTAC.

9.2 SUBJECT TO CLAUSE 9.3, ZOTAC SHALL HAVE NO FURTHER LIABILITY TO CUSTOMER IN THE EVENT OF GOODS INFRINGING OR BEING ALLEGED TO INFRINGE THE RIGHTS OF ANY THIRD PARTY.

9.3 Notwithstanding the foregoing, if at any time any allegation of infringement of intellectual property (including but not limited to patent, copyright, trademark or design rights) is made in respect of the Goods or if in ZOTAC's reasonable opinion such an allegation is likely to be made, ZOTAC may at its discretion and at its own expense:

modify or replace the Goods without detracting from the overall performance thereof, so as to avoid the infringement; or
procure for Customer the right to continue to use the Goods; or
repurchase the Goods at the price paid by Customer less depreciation at such rate as is applied by ZOTAC to its own inventories.

Customer shall notify ZOTAC forthwith of any claim made or action brought or threatened alleging infringement of the rights of any third party. ZOTAC shall have control over and shall conduct any such proceedings in such manner as it shall determine. Customer shall provide all such reasonable assistance as ZOTAC may request. The cost of any such proceedings shall be borne in such proportions as the Parties shall determine.

9.4 Sale of the Goods and/or any sales related agreement shall not, in any way whatsoever, grant Customer rights with respect to ZOTAC's intellectual property rights, including but not limited to copyrights, trademark rights, model rights and patent rights. Customer shall not disclose any information with respect to the Goods and developments concerning future Goods and/or new manufacturing processes to third parties.

10. **Warranty**

10.1 ZOTAC warrants for the period stated in clause 10.2 below, the Goods, in material respect, to be free from defects in materials and workmanship under normal use and handling. ZOTAC gives no other guarantees with respect to the Goods, neither express nor implied. Customer shall be liable for any and all claims made by third parties.

10.2 Period of warranty is the time period as stated on the RMA Policy and Procedure for Zotac Goods on this page above at the time of shipment. If no such statement is available in the RMA Policy and Procedure for Zotac Goods, the warranty period is twelve months from date of delivery of the Goods by ZOTAC to Customer.

10.3 ZOTAC shall not be liable for defects in the Goods caused by normal wear and tear. This warranty may be asserted by Customer only and not by Customer's customers or end-users of the Goods.

10.4 This warranty shall not apply to Goods which, ZOTAC determines, have, whether by Customer or any other third party, been subjected to operating and/or environmental conditions which are not in conformity with the applicable specifications such as cryptocurrency mining or related activities, or otherwise have been subject to misuse, neglect, use of/with excessive force, improper installation or damage or abnormal or unsuitable conditions of storage or which have been in any way altered, modified or otherwise interfered with by any person other than ZOTAC's own authorized personnel. Customer is obliged to disclose all requested information in order to allow ZOTAC make such determination.

10.5 No warranty whatsoever is applicable if Goods are being used outside the period as per clause 10.2. In the event of complaints or claims by Customer, Customer has always the obligation to demonstrate correct and timely use as per ZOTAC's instructions, guidelines and recommendations.

10.6 When defects of a part of the delivered Goods occur, ZOTAC has the right to inspect and remedy the alleged defects. Customer shall grant ZOTAC a reasonable grace period (i.e. at least 30 days from the date of receipt of the returned Goods by ZOTAC) in which ZOTAC may remedy the defect.

10.7 Complaints in respect of visual defects to the Goods shall be reported to ZOTAC within 7 days after delivery. Customer shall note the defects on the relevant transport documents and shall keep the defective Goods as proof. Only if ZOTAC so requests, Customer shall return the defective Goods to ZOTAC in their original packaging. If and to the extent that ZOTAC's customer services department is of the opinion that Customer's complaints are justified, ZOTAC shall at its discretion replace or repair the returned Goods.

10.8 Complaints in respect and related to non-visual defects to the Goods which occur at a later stage need to be reported to ZOTAC immediately after occurrence. Customer shall give immediate notice of such complaint to the customer services department of ZOTAC.

10.9 Any cause of action for product defects or otherwise which Customer may have shall be barred after the lapse of the warranty period referred to in clause 10.2 above.

10.10 Should any failure to conform to ZOTAC's warranty appear within the warranty period referred to in clause 10.2 above, ZOTAC's sole obligation hereunder shall be limited to, at the ZOTAC's option, either crediting, in whole or in part, the Customer with the purchase price of the affected Goods, or replacing the affected Goods or any affected part or parts thereof provided that each of the following three conditions are fulfilled:

written notice of non-conformance hereunder is received by the ZOTAC not more than 15 days after the defect in question has come to the attention of the Customer or ought reasonably to have come to its attention,
after ZOTAC's written authorization, the Goods in question are returned to the ZOTAC's designated service centre freight charges prepaid, and

c. after examination the Goods in question are disclosed to ZOTAC's satisfaction to be non-conforming. Any such replacement shall not extend the period within which such warranty can be asserted.

10.11 Without prejudice to any other clauses, ZOTAC's sole obligation with respect to any imputable non-conformity of the Goods delivered for reasons other than defects in materials or workmanship, shall be limited to, at the ZOTAC's option, either crediting in whole or in part Customer with the purchase price of, or replacing, the Goods or any part or parts thereof, provided that the non-conformity is notified in writing to ZOTAC within one (1) month after date of delivery of the Goods to Customer and the conditions (a), (b) and (c) referred to in clause 10.10 above are fulfilled.

11. **Liability**

11.1 ZOTAC'S AGGREGATE LIABILITY TO CUSTOMER WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT, MISREPRESENTATION OR OTHERWISE SHALL IN NO CIRCUMSTANCE EXCEED THE COST OF THE DEFECTIVE, NON-CONFORMING, DAMAGED OR UNDELIVERED GOODS WHICH GIVE RISE TO SUCH LIABILITY AS DETERMINED BY NET PRICE INVOICES TO CUSTOMER IN RESPECT OF ANY OCCURRENCE OR SERIES OF OCCURRENCES.

11.2 Subject to the foregoing all conditions, warranties, and representations, including (but not limited to) any warranty against patent infringement, express or implied by statute law or otherwise, in relation to the Goods are excluded. Furthermore, ZOTAC shall be under no liability to Customer for any loss or damage resulting from defective material, faulty workmanship or otherwise howsoever arising out of the sale and/or sales related agreement and whether or not caused by the negligence of ZOTAC, its servants or agents, save that ZOTAC shall accept liability for willful misconduct, gross negligence and death or personal injury caused by the negligence of ZOTAC.

11.3 In no circumstances will ZOTAC be liable to Customer for any indirect, incidental or consequential loss or damage, including without limitation loss of anticipated profits, goodwill, reputation, business receipt or contract or losses or expense resulting from third party claims.

12. **Force Majeure**

Neither Party shall be liable for its failure to perform any of its obligations hereunder during any period in which such performance is delayed or made impossible by force majeure included but not limited to fire, flood, war, embargo, riot, labor unrest (including but not limited to strike, go-slow, work to rule), or the intervention of any governmental authority, provided that the Party who cannot perform as a result of such force majeure notifies the other Party of the delay and the reasons thereof. If

a. the force majeure continues for a cumulative period of thirty (30) days, and

b. the situation of force majeure causes serious damage to the Party whose rights are affected by the force majeure,

such Party may terminate the sale and/or to the sale related agreement by sending a written termination notice pursuant to clause 18 below to the Party who cannot perform as a result of force majeure. The Party so terminating the sale and/or any sales agreement between Parties shall not be liable to the other Party for any damages suffered by such party as a result of the termination.

13. **Confidentiality**

Customer shall not disclose to any third party confidential information received from ZOTAC in connection to the sale and/or sales related agreement and shall use the

information for performance of obligations under the sales related agreement only, except as required by law or with written prior approval of ZOTAC.

14. Termination

14.1 If a petition for bankruptcy is filed against either Party, or if a trustee is appointed or either Party's business or either Party makes a general assignment for the benefit of creditors, or in case of any type of in or out of Court insolvency proceedings, be it voluntary or involuntary, or due to actions of third parties, including but not limited to the attachment of properties, or any other analogous proceeding is instituted in any jurisdiction, whereby the day to day operations of a Party are disturbed in such a manner that its compliance with the terms and conditions of the sale and/or any sales related agreement is thwarted, the other Party shall have the right to terminate the sale and/or sales related agreement with immediate effect by written notice pursuant to clause 18 below.

14.2 Upon termination of any sale and/or sales related agreement pursuant to clause 14.1 above any indebtedness of Customer to ZOTAC shall become immediately due and payable and ZOTAC shall be relieved of any further obligation to supply any Goods to Customer pursuant to such sale and/or sales related agreements.

15. Waiver

The failure on the part of ZOTAC to exercise or enforce any rights conferred by these Conditions and/or sale of the Gods and/or sales related agreement shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times thereafter.

16. Data Protection

16.1 ZOTAC shall take reasonable step to ensure confidentiality and safety of Customer’s data (e.g. name, address, telephone number etc).

16.2 ZOTAC is allowed to transfer Customer’s data to its affiliates, suppliers, contractors or business partners insofar as such data are required for any of the following purposes:

a. order processing, billing and shipping of the Goods;

b. after-sale services;

c. sale and marketing of ZOTAC Goods;

d. assessment of Customer’s creditworthiness; and

e. collection of payment.

16.3 Customer expressly consents to the abovementioned use of data.

16.4 Customer is allowed to have access to and to correct any Customer's data by giving notice to ZOTAC pursuant to Clause 18 below.

17. **Assignment**

None of the rights or obligations of Customer under sale of Goods and/or sales related agreement may be assigned or transferred in whole or in part without the prior written consent of ZOTAC.

18. **Notices**

Notice required or permitted to be given hereunder shall be in writing by the person qualified as agreed and shall be deemed to have been duly given if sent by registered post, courier service, facsimile or e-mail.

19. **Headings**

Headings to any of these clauses are included to facilitate reference only and shall not affect the construction hereof.

20. **Governing Law and Jurisdiction**

20.1 These Conditions and all sales related agreements between ZOTAC and Customer shall be governed by and construed and interpreted in accordance with the laws of Hong Kong SAR. The provisions of the United Nations Convention on Contracts for the International Sale of Goods ("the Vienna Convention") shall not apply.

20.2 Customer shall adhere to the relevant European Union and U.S.A. Laws and Regulations on export and shall not export or re-export any of ZOTAC's and/or its affiliates' technical data or Goods purchased or received under any agreement or the direct product of such technical data to any country to which export or re-export is forbidden by the European Union and/or U.S.A. unless properly authorized in writing by ZOTAC.

20.3 Any disputes arising out of or in connection with sale of the Goods and/or sale related agreement shall be brought before the competent courts of the country which law is applicable. Notwithstanding the foregoing, ZOTAC, at its discretion, may opt to bring any

such dispute before or file any claim at the competent courts of the country of Customer's residence under the laws applicable to that country.

21. Severability

If any provision or any part thereof contained in the sales related agreement or these Conditions is, for any reason, held to be invalid or unenforceable in any respect under the laws of any jurisdiction where enforcement is sought, such invalidity or unenforceability shall not affect any other provision of such sales related agreement or these Conditions and these Conditions shall be construed as if such invalid or unenforceable provision or part thereof had not been contained therein.

22. Language

These Conditions are written and governed by the English language version. Any other language version of these Conditions is for reference only.