## MINI DISPLAYPORT TO HDMI ADAPTER

## ONE (1) YEAR LIMITED WARRANTY

PNY Technologies, Inc. ("PNY") expressly warrants only to the original purchaser ("Purchaser") of this product from a PNY-authorized reseller or distributor that this Mini DisplayPort to HDMI Adapter ("Product") will be free from defects in materials and workmanship for a period of one (1) year from the date of the sales receipt as sold to the Purchaser, subject to all the terms and conditions hereunder. This warranty is not assignable. Products can be registered on PNY's website at <a href="http://www.pny.com">http://www.pny.com</a>.

PNY's sole obligation under this warranty is, at PNY's option, to replace or repair the product free of charge to the Purchaser. PNY reserves the right to inspect the Product before having any obligation under this warranty. This warranty applies only on the condition that the product has been installed, maintained, and operated under conditions of normal use. The provisions of this warranty shall not apply if, in PNY's sole judgment, the product has been subject to misuse, neglect, improper installation, accidental damage, tampering, alteration in any way, or repair by anyone other than a PNY-authorized repair entity.

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, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES WHICH PURCHASER OR THIRD PARTY 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.

Purchaser acknowledges that when using the Product with or incorporating the Product into another product, system or automobile, the ultimate safety of the product, system, or automobile is the sole responsibility of Purchaser. Purchaser assumes all risks and liability for use of the Product, including but not limited to any archival, backup or disaster recovery services. In no event shall PNY be liable for any damages of any kind sustained by Purchaser, any customer of Purchaser, any patient, or others for any suit or claim or demand arising from or related to the exercise of professional judgment and skill, or data used with the Product.

THE PRODUCT SHALL NOT BE USED IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL SYSTEMS, LIFE SUPPORT MACHINES OR OTHER EQUIPMENT IN WHICH THE FAILURE OF SOFTWARE COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, FOR THE PRODUCT PNY SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

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. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED, OR VARIED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY PNY.

Warranty coverage requires proof of purchase documentation evidencing the date of purchase (i.e., sales receipt or invoice) and original packaging. To obtain warranty service during the warranty period, contact PNY at 1-800-769-8545 or visit us at http://www.pny.com. Purchaser must notify PNY of such warranty claim within sixty (60) days of Purchaser learning of the alleged defect giving rise to the warranty claim. Purchaser is responsible for all shipping costs, including but not limited to freight, duty, customs fees and taxes when shipping from or to a location outside the United States. All pricing is in USD. Shipments by PNY to locations outside the United States may be subject to exportation laws. Purchaser is responsible for ensuring that any shipment from the United States to the Purchaser outside the United States will not be violative of any law. FOR WARRANTY INFORMATION AND REGISTRATION VISIT US AT http://www.pny.com.

The PNY logo is a trademark of PNY Technologies, Inc. Other trademarks are owned by their respective companies