#### **LIMITED 3 YEAR WARRANTY\***

PNY Technologies, Inc. ("PNY") expressly warrants the product to be free from defects in materials and workmanship for a period of 3 years from the date of sales receipt as sold to the original purchaser ("purchaser"), subject to all the terms and conditions hereunder. This warranty is not assignable; products purchased from second-hand sources are not warrantied by PNY.

PNY only warranties items sold by authorized retailers, system builders, and distributors. These warranties are valid only for the original owner of the product. PNY will not warranty items that are purchased second- hand, regardless of state of packaging, or markings (e.g., if packaging appears sealed, advertised as new, or no apparent use).

### FAILURE OF THE PRODUCT SPECIFIED ABOVE CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA ("DATA LOSS"). PNY IS NOT LIABLE FOR DATA LOSS IN CONNECTION WITH THE PRODUCT, REGARDLESS OF THE CAUSE. YOU ARE RESPONSIBLE TO PROTECT AGAINST DATA LOSS, AND YOU AGREE TO MAINTAIN A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT AT ALL TIMES.

PNY's sole obligation under this warranty is to replace or, at its option, to repair, free of charge, all the product's defective parts. This warranty applies only on the condition that the product has been installed, maintained and operated under conditions of normal use and in accordance with the installation guide provided herewith. The provisions of this warranty shall not apply if, in PNY's sole judgment, the product has been subject to misuse or neglect, improper installation, damaged in an accident, or repaired or altered in any way that affects its performance or reliability.

THIS WARRANTY SHALL NOT APPLY WHERE PRODUCT(S) ARE USED TO ANY DEGREE, OUTSIDE OF NORMAL INTENDED USE, WHICH SHALL INCLUDE BUT ARE NOT LIMITED TO "MINING" (e.g., Cryptocurrency, Data Mining, Mining Farms).

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# SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THESE

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#### THIS WARRANTY SHALL NOT BE EXTENDED OR MODIFIED EXCEPT BY A WRITTEN INSTRUMENT DULY SIGNED BY PNY.

Warranty coverage requires proof of purchase documentation evidencing the date of purchase (sales receipt or invoice) and original packaging. To obtain warranty service during the warranty period, contact PNY at 1-800-234-4597 or visit us at http://www.pny.com. The consumer is responsible for all shipping costs. When shipping from outside the United States this will include freight, duty, customs fees and taxes. All pricing is in USD.

#### FOR WARRANTY INFORMATION VISIT US AT http://www.pny.com.

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