

PREVAILPRO Mobile Workstation – Limited Warranty

PNY Technologies, Inc. ("PNY") expressly warrants the product to be free from defects in materials and workmanship for the Warranty Period* (as defined below) from the date of sales receipt as sold to the original purchaser ("Purchaser"), subject to all the terms and conditions hereunder.

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

FAILURE OF THE PRODUCT(s) 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. WE HIGHLY RECOMMEND THAT YOU MAINTAIN A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT AS A SAFEGUARD AGAINST DATA LOSS.

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 where the product has been maintained and operated under conditions of normal use and in accordance with the user's/quick-start guide provided. This warranty shall not apply if, in PNY's judgment, the product has been subject to misuse or neglect, improper installation(s), damaged (including scratches to surfaces) in an accident, or repaired or altered in any way by unauthorized third parties or the Purchaser.

THIS WARRANTY SHALL NOT APPLY WHERE PRODUCT(S) ARE USED TO ANY DEGREE, OUTSIDE OF NORMAL INTENDED USE. 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, EXEMPLANARY, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT 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 PRODUCT. THIS WARRANTY SHALL NOT BE EXTENDED, ALTERED OR VARIED EXCEPT BY A WRITTEN INSTRUMENT DULY SIGNED BY PNY.

Purchaser assumes all risks and liability for use of PNY products in or with other products or software/systems. In addition, PNY is not responsible for 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, or others for any suit or claim or demand arising from or related to the exercise of professional judgment and skill, or data entered into or used with the PNY products.

Warranty coverage is non-assignable, and requires proof of purchase documentation evidencing the date of purchase (sales receipt or invoice) and original packaging (including serial number labeling). To obtain warranty service during the warranty period, contact PNY at 1-833-697-8324 or visit www.pny.com. The Purchaser 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.

*Warranty Period:

Model	Warranty Term**
P4000 Upgraded Pro	1 Year(s)
P3000 Upgraded Pro	1 Year(s)
P3000 Base	1 Year(s)

Product battery is warranted for nine (9) months from date of sale to Purchaser.

^{**}Warranty Term may be longer where customer purchased additional Year(s) coverage directly through and from PNY in accordance with PNY requirements and process prior to shipment to customer(s). Maximum of three (3) year warranty available.