



PREVAILPRO Mobile Workstation Standard Warranty

PNY Technologies Europe (hereinafter called "PNY") expressly warrants that, subject to the terms and conditions set forth herein, the PREVAILPRO Mobile Workstation (hereinafter called the "Product") used normally has no defect in material and manufacture. PNY warrants for the Warranty Period* specified below starting from the date of sales receipt as sold to the original purchaser (hereinafter called the "Purchaser"), that PNY's product complies with the technical specifications described in PNY's product documentation.

This warranty applies where the product has been maintained and operated under conditions of normal use and in accordance with PNY's documentation. This warranty extends only to the Purchaser and is not transferable to anyone who subsequently purchases, leases or otherwise obtains Product from the Purchaser. PNY will not warranty products purchased via unauthorized second-hand parties, resellers and distributors, regardless of state of packaging, or markings (e.g., if packaging appears sealed, advertised as new, or no apparent use).

Warranty terms specified below only concern the standard three year limited warranty (hereinafter called "Warranty").

I – Limited warranty terms

This warranty does not cover and PNY is not responsible for, including but not limited to, the following: (a) delivery or installation, or labor charges for installation or setup of the Product, b) damages caused by physical or electronic misuse, abuse, neglect, accidents, fire, theft, natural disasters, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct; c) damages caused by servicing not authorized by PNY; d) damages caused by usage that is not in accordance with Product instructions or user manuals; e) damages caused by failure to follow the Product instructions or user manuals or failure to perform cleaning or preventive maintenance; f) damages caused by the combination of PNY branded Products with other non-PNY branded products, accessories, parts or components or use of products, equipment, systems, utilities, services, parts supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by PNY which damage the Product or result in service problems; g) software added to Product through third-party software provider; h) any equipment or components that were not included in Product; i) normal wear and tear; j) Products where the PNY serial number is missing, altered or defaced; k) damage caused as a result of improper transportation or packing/packaging when returning the Product to PNY or a PNY authorized service provider; l) a Product that requires modification or adaptation to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of Products damaged by these modifications.

This warranty is in lieu of any other warranties, either express or implied, including without limitation and warranties of merchantability or fitness for a particular purpose or title against infringement, which other warranties are expressly excluded and disclaimed.

THIRD-PARTY PERIPHERALS

As stated previously, this warranty does not cover third-party peripherals manufactured by third-party vendors. These peripherals include, but are not limited by, the following categories.

- Third-party peripheral devices such as monitors, keyboards, mice, and speakers;
- Third-party peripherals added to a PNY Product by Purchaser;
- Third-party peripherals added to a PNY Product by any party other than an authorized PNY representative.

THIRD-PARTY SOFTWARE

Similar to the provisions of the third-party peripherals, this warranty does not cover third-party software. While this limited warranty covers software designed and implemented by PNY, it does not cover problems resulting from third-party software installed by non-PNY authorized personnel.



II – Limitation of Liability

Any other declarations, warranties, or implicit or explicit terms and conditions, whether legal or otherwise, are strictly excluded.

PNY, or its approved partners or retailers, shall not under any circumstances be held liable for direct or indirect damage, loss of profit, loss of business or contracts, problems with use, savings not achieved, loss of data, losses suffered, gains not made or prejudice directly or indirectly attributable to, or related in any way to, quality, compliance or use of the Products.

PNY shall not be liable for loss of profits or any special, incidental, 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.

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. It is highly recommended that you maintain a verified back up of all data on the Product as a safeguard against data loss.

Purchaser assumes all risks and liability for use of PNY products in or with other products or 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.

Any program from a third party supplier accompanying the Product is supplied as is. PNY shall not be deemed liable for the quality, performance, accuracy or effectiveness of such programs or any others.

III – Limited warranty coverage

As stated previously, warranty coverage becomes effective on the invoice date. In the event that any aforementioned defect or non-conformity occurred with respect to the Product, PNY's contractual obligations hereunder are limited, at the option of PNY, to the replacement of the Product by a refurbished or brand new Product with similar or superior specifications or to the repair of all the product's defective parts. To request warranty service, Purchaser must contact PNY Technical Support (at rma@pny.eu) within the warranty period, substantiating the date of invoice and stating the reasons before forwarding the faulty Product to PNY to determine the appropriate actions. Warranty coverage is non-assignable, and the Purchaser must provide proof of purchase documentation evidencing the date of purchase (sales receipt or invoice) and original packaging. In the event that service is required, PNY Technical Support will issue Purchaser a Return Material Authorization Number (RMA). The Purchaser assumes all shipping costs. In case of return, products must be sent to PNY carriage paid, in suitable packaging, by registered post with proof of delivery, and insured when appropriate. When shipping outside the European Union this will include freight, duty, customs fees and taxes. All pricing is in USD or EURO as provided.

Note: It is Purchaser's responsibility to back up the contents of Purchaser's hard drive before services are performed and to remove any sensitive, confidential or other data from parts of products returned to PNY, including any data Purchaser has stored or software Purchaser has installed on the hard drive. It is possible that the contents of the hard drive will be lost or reformatted in the course of service and PNY will not be responsible for any damage to or loss of any programs, data, or other information stored on any media or any part of any Product serviced. If during the repair, the contents are altered, deleted or modified, PNY is not responsible for any loss of data. Purchaser's product will be returned configured to the original factory configuration. Replacement parts and repaired Products do not extend the Limited Warranty Term described in this document.

*Warranty Period:

Model	Warranty Term
PREVAILPRO P4000 Upgraded Pro	3-Year Warranty SLA (Standard RMA, remote technical support, 3-year warranty for product hardware and 9 month warranty for the battery)
PREVAILPRO P3000 Upgraded Pro	
PREVAILPRO P3000 Base	
PREVAILPRO BTO Configuration	

No dead pixel warranty.



Product hardware: Motherboard / CPU / GPU / RAM / LCD screen / SSD / HDD / Adapter / System fan assembly / Keyboard: 3-year warranty.

Battery: 9 months warranty.

Software pre-installed and authorized by PNY: the Windows operating system software pre-installed is covered by the License Agreement of Microsoft – PNY is not responsible for other software installed by the Purchaser or damages caused by such software.

IV – General provisions

Neither PNY nor its affiliates assume any responsibility for inaccuracies, errors, or omissions that may be contained herein. Neither PNY nor its affiliates will be held liable for direct, indirect, special, punitive, incidental, or consequential damages resulting from document defects or information omission within this document, even if advised of the possibility of such damages.

This document is governed by French law. Jurisdiction as to legal actions arising out of or relating to this warranty statement shall be Court of Justice, BORDEAUX, FRANCE. All disputes as to legal action arising out of or relating to this warranty statement shall be governed by the laws of Court of Justice, BORDEAUX, FRANCE.

PNY reserves the right to make improvements or changes to this document and services described at any time without notice or obligation.

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For further warranty information or questions please visit www.pny.eu/legal/warranty or please contact the RMA Department via e-mail: rma@pny.eu.