

PRO Elite High Endurance microSD Warranty

LIMITED 2 YEAR WARRANTY

PNY Technologies, Inc. ("PNY") expressly warrants the product to be free from defects in materials and workmanship for the period of time noted 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 authorized retailers, system builders, and distributors. This warranty is not assignable, and are valid only for the original purchaser of the product (directly from PNY or through other identified sellers above). PNY will not warranty items that are purchased or obtained second-hand (i.e., not purchased directly from PNY or through authorized retailers, system builders, and distributors), regardless of condition (i.e., if product or packaging appears sealed, advertised as new, or never used in any way).¹

FAILURE OF THE PRODUCT CAN RESULT IN LOSS, DELETION, CORRUPTION OR ALTERATION OF DATA ("DATA LOSS"). PNY IS NOT LIABLE FOR DATA LOSS OR RELATED IMPACT(S) IN CONNECTION WITH THE PRODUCT, REGARDLESS OF THE CAUSE. USER IS RESPONSIBLE TO PROTECT AGAINST DATA LOSS, AND IT IS RECOMMENDED THAT A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT BE MAINTAINED.

Product Name	Part Numbers	DURATION
PRO Elite High Endurance microSD	P-SDU64GX3V32100PHE-GE	
	P-SDU128X2V32100PHE-GE	
	P-SDU256V32100PHE-GE	2 Years
	P-SDU256X2V32100PHE-GE	
	P-SDU512V32100PHE-GE	

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 andoperated under conditions of normal use and in accordance with the host device installation guide and/or 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 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 SHALLNOT BE LIABLE FOR LOSS OF PROFITS OR ANY SPECIAL, INCIDENTAL, EXEMPLANARY, 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.

Buyer acknowledges that the goods sold by PNY are being used or incorporated into other products or systems, and the ultimate safety of those products or systems are the sole responsibility of Buyer. Buyer assumes all risks and liability for use of PNY products in other products or systems. By way of example, and not limitation, if any PNY product is used in the military, including but not limited to strategic weapons and ancillary military operations, Nuclear Facilities, Aircraft Navigation, or Communication Systems, Air traffic Control Systems or Life



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Warranty coverage requires proof of purchase documentation evidencing the date of purchase (sales receipt orinvoice) 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 AND REGISTRATION VISIT US AT http://www.pny.com.

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¹For details visit <u>https://www.pny.com/company/where-to-buy?country=US</u>