

[v5.14.2021]

SOLID STATE DRIVE (SSD) WARRANTY

LIMITED WARRANTY

PNY Technologies, Inc. ("PNY") expressly warrants the product to be free from defects in materials and workmanship for a period of time 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 via secondhand sources are not under warranty by PNY.

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

PRODUCT	FORM FACTOR	CAPACITY	DURATION
*CS3140	M.2 2280	1TB, 2TB	5 Years
*CS3040	M.2 2280	500GB, 1TB, 2TB, 4TB	5 Years
*CS3030	M.2 2280	250GB, 500GB, 1TB, 2TB, 4TB	5 Years
*CS2311	2.5"	250GB, 500GB, 1TB, 2TB	5 Years
CS2211	2.5"	240GB, 480GB, 960GB	4 Years
*CS2130	M.2 2280	500GB, 1TB, 2TB, 4TB, 8TB	5 Years
CS2111	2.5"	240GB, 480GB, 960GB	4 Years
CS2030	M.2 2280	240GB, 480GB	3 Years
CS1311	2.5"	120GB, 240GB, 480GB, 960GB	3 Years
CS1211	2.5"	120GB, 240GB, 480GB	3 Years
CS1111	2.5"	120GB, 240GB, 480GB	3 Years
*CS1030	M.2 2280	250GB, 500GB, 1TB, 2TB	5 Years
*CS900	M.2 2280	250GB, 500GB, 1TB	3 Years
*CS900	2.5"	120GB, 240GB, 250GB, 480GB, 500GB, 960GB, 1TB, 2TB, 4TB, 8TB	3 Years
CL4100	2.5"	120GB, 240GB, 480GB, 960GB	5 Years
*Pro Elite	Portable	250GB, 500GB, 1TB	3 Years
*Elite	Portable	240GB, 480GB, 960GB	3 Years

THOSE PRODUCTS NOTED ABOVE WITH "" ABOVE SHALL HAVE A WARRANTY PERIOD RUNNING FROM DATE OF SALES RECEIPT AS SOLD TO THE ORIGINAL PURCHASER, THROUGH THE EARLIER TO OCCUR OF (1) THE END OF THE "DURATION" NOTED ABOVE; OR (2) PRODUCT EXCEENDING THE MAXIMUM <u>TBW</u> ("TERABYTES WRITTEN"; SEE <u>TBW Attachment I</u>).

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. This is still true even if the product or packaging appears sealed, advertised as new, or never used in any way. PNY's sole obligation under this warranty is to replace or, at its option, to repair, free of charge, the defective product or 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 IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-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.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, PNY EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY FOR DIRECT, INDIRECT AND/OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THE LOSS, CORRUPTION, ERASURE OR DESTRUCTION OF ANY DATA STORED ON OR TRANSMITTED VIA ANY PNY PRODUCT, INCLUDING, WITHOUT LIMITATION, THE INABILITY TO ACCESS DATA STORED ON ANY SECURE PNY PRODUCTS THAT REQUIRE A USER-DESIGNATED PASSWORD OR CODE IF THAT PASS- WORD OR CODE IS LOST, FORGOTTEN, OR COMPROMISED. USERS HAVE THE OBLIGATION TO BACKUP ALL DATA AND PASSWORDS OR CODES.

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 Support Machines, Buyer agrees that it and/or its customers are solely responsible and agrees that the use of PNY products for any purpose related to such services or otherwise cannot in any way be controlled by PNY, and Buyer or its customers are responsible for verifying the accuracy and completeness of any information contained in, entered into, or used in connection with PNY products. Buyer assumes all risks and liability for use of PNY products in 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 Buyer, any customer of Buyer, 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 entered into or used with the PNY products.

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

TBW Attachment I

Туре	Model	Duration	Capacity	TBW
Туре	WIOGEI	Duration	120GB	40
	CS900	3 Years	240GB	100
			240GB 250GB	100
			480GB	200
			480GB	200
			960GB	450
			1TB	450
2.5" SATA			2TB	430 540
			4TB	1,155
			41B 8TB	5,695
	CS2311	5 Years	250GB	165
			500GB	
			1TB	355 725
			2TB	1,550
			250GB	1,550
M.2 SATA	CS900	3 Years	500GB	200
			1TB	450
	CS1030	5 Years	250GB	150
			500GB	110
			1TB	240
			2TB	480
	CS2130	5 Years	500GB	110
			1TB	225
			2TB	450
M.2 NVMe Gen3 x4			4TB	900
			8TB	1,810
	CS3030	5 Years	250GB	170
			500GB	170
			1TB	360
			2TB	660
			4TB	6,070
	CS3040	5 Years	500GB	850
			1TB	1,800
			2TB	3,600
M.2 NVMe Gen4 x4			4TB	900
	CS3140	5 Years	1TB	700
			2TB	1,400
	CS1050 Elite	3 Years	240GB	100
			480GB	200
Dertable CCD			960GB	450
Portable SSD	CS2060 Pro Elite	3 Years	250GB	100
			500GB	200
			1TB	450