

### **PNY Executive Attaché Warranty**

There are two parts to the EXECUTIVE ATTACHÉ™. The first is the USB Flash Drive Product. The USB Flash Drive comes packaged in or as part of a ballpoint pen in a convenient combination.

PNY expressly warrants your new EXECUTIVE ATTACHÉ USB Flash Drive to be free from defects in materials and workmanship for a period of 1 year from the date of purchase by the original purchaser. THIS EXPRESS WARRANTY DOES NOT APPLY TO THE PEN WITH WHICH THE USB FLASH DRIVE PRODUCT IS COMBINED OR PACKAGED.

PNY expressly warrants the pen with which the USB Flash Drive is combined or packaged (including, but not limited to, the pen cartridge or other mechanisms) to be free from defects in materials and workmanship for a period of thirty (30) days from the date of purchase by the original purchaser.

Warranty coverage requires that you deliver the product to PNY or to a PNY dealer within the warranty period, and provide proof of purchase documentation evidencing the date of purchase (sales receipt or invoice) and original packaging. The consumer is responsible for all shipping costs. When shipping from outside the United States this will include freight, duty, customs fees and taxes. To obtain warranty service during the warranty period, contact your place of purchase or write to PNY Technologies, Inc., 299 Webro Road, Parsippany, NJ 07054. to find the PNY dealer closest to you.

PNY agrees to repair or replace, at its option, any USB Flash Drive or any pen that does not meet the terms of the applicable warranty if the warranty claim is made to PNY, or to a PNY dealer, within the warranty period and if the proof of purchase documentation is provided. THIS REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AND PNY'S SOLE OBLIGATION, FOR BREACH OF THE EXPRESS WARRANTY.

PNY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL PNY BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, AND PNY DISCLAIMS LIABILITY FOR ALL OTHER DAMAGES, DIRECT, INCIDENTAL AND CONSEQUENTIAL. PNY DISCLAIMS AND SHALL HAVE NO LIABILITY FOR THE LOSS OF DATA.

SOME STATES DO NOT PERMIT LIMITATIONS ON WARRANTIES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU.

Revision 02-04-04