

#### LIMITED WARRANTY

PNY Technologies, Inc ("PNY") warrants that any storage processing card and its embedded firmware (collectively, the "Product") purchased new from PNY by a purchaser ("Purchaser") shall be free from material physical defects, for a period of two (2) years from the date of purchase (the "Warranty Period"). The terms governing the use of, and any warranty on, any software (except for the embedded firmware of the Product) provided by PNY are as provided with such software. Purchaser acknowledges and agrees that the terms set forth in this Warranty Statement shall set forth PNY's entire liability and obligations with respect to any actual or alleged breach of the foregoing warranty, and Purchaser's sole and exclusive remedy in relation thereto.

Notwithstanding the foregoing, PNY will not be obligated pursuant to this Warranty Statement in any way for problems with the Product arising as a result of any of the following: (a) abuse, misuse, accident or neglect by any person other than PNY; (b) repairs, alterations, and/or modifications performed by anyone other than PNY or its authorized agents; (c) use of the Product not in accordance with its documentation; (d) the combination or use of the Product with hardware or software not provided by PNY; and (l) any other cause beyond the reasonable control of PNY.

THE FOREGOING WARRANTY AND REMEDIES ARE EXCLUSIVE AND PNY HEREBY DISCLAIMS ALL OTHER WARRANTIES RELATING TO THE PRODUCT, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT.

#### WARRANTY RETURN PROCEDURE

If PNY receives prompt notice from Purchaser in writing of defects in the Product during the Warranty Period, PNY shall, at its option, repair or replace the defective Product in accordance with the procedures set forth herein. Purchaser shall contact PNY's Technical Support Department at [www.pny.com](http://www.pny.com) to receive a Return Merchandise Authorization ("RMA") Number. Any Product returned to PNY must be assigned a RMA Number and such RMA Number must be displayed prominently on the outside of the box that contains the returned Product. Any Product returned to PNY without an RMA Number will be refused and returned to Purchaser at Purchaser's expense. Once a RMA Number has been issued and the defective Product has been received by PNY, any repaired or replacement Product will be shipped to Purchaser at PNY's expense. All defective Products must be returned with freight pre-paid (including custom fees and taxes), in packaging sufficient to protect the contents. It is advised that you return the product via a traceable package carrier. PNY is not liable for packages not received. All packaging, manuals, warranty cards, UPC barcodes, and accessories must be returned with the shipment; along with a copy of the purchaser's receipt unless otherwise specified in writing by a PNY customer support representative must be in the box. Once PNY can issue a RMA Number, Purchaser has fifteen (15) business days to return the defective Product. PNY reserves the right to refuse any shipment received after such fifteen (15) day period. Purchaser acknowledges and agrees that: (i) any replacement Product is only to be shipped upon receipt of original unit; and (ii) PNY reserves the right to fulfill the foregoing obligations with either new or refurbished parts, at PNY's sole option. All PNY refurbished parts will have a 90-day warranty if shipped by PNY as replacement for a returned part. Any non-PNY products received will be returned at the purchaser's expense. Warranty coverage requires 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.

#### LIMITATIONS OF LIABILITY

IN NO EVENT SHALL PNY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS WARRANTY STATEMENT, WHETHER DUE TO BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, REGARDLESS OF WHETHER THE PNY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR NOT OR ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY HEREIN. NOTWITHSTANDING ANYTHING TO THE CONTRARY, PNY'S AGGREGATE LIABILITY TO PURCHASER UNDER THIS WARRANTY STATEMENT SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Please direct all inquiries to:  
PNY Technologies, Inc.  
299 Webro Road  
Parsippany, NJ 07054 USA