GeForce GTX 10 Series, GTX 16 Series, RTX 20 Series, RTX 30 Series and RTX 40 Series GRAPHICS CARDS WARRANTY

LIMITED 3 YEAR WARRANTY*

PNY Technologies, Inc. (“PNY”) expressly warrants the product to be free from defects in materials and workmanship for a period of 3 years 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 from second-hand sources are not warrantied by PNY.

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, regardless of state of packaging, or markings (e.g., if packaging appears sealed, advertised as new, or no apparent use).

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. YOU ARE RESPONSIBLE TO PROTECT AGAINST DATA LOSS, AND YOU AGREE TO MAINTAIN A VERIFIED BACK UP OF ALL DATA ON THE PRODUCT AT ALL TIMES.

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 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 SHALL NOT APPLY WHERE PRODUCT(S) ARE USED TO ANY DEGREE, OUTSIDE OF NORMAL INTENDED USE, WHICH SHALL INCLUDE BUT ARE NOT LIMITED TO “MINING” (e.g., Cryptocurrency, Data Mining, Mining Farms).

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 SHALL NOT 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 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 OR MODIFIED 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, 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 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.