



## CONDITIONS OF EXTENSION OF WARRANTY/PNY COMMERCIAL WARRANTY

### 1) General terms and conditions

PNY Technologies Europe guarantees the exchange of defective product with identical or similar products. The warranty applies to all countries in the European Union, to Norway & Switzerland. Extending commercial warranty is two (2) years beyond the legal guarantee of conformity of three (3) years.

To consult the duration and type of legal and commercial guarantee applicable to the product you have chosen, please visit the websites: <http://www.pny.eu/s/g/Garantie/> [www.pny.eu/warranty-extension](http://www.pny.eu/warranty-extension)

The repairs performed by unauthorized PNY persons and improper use are excluded from the warranty.

### 2) General terms and conditions of standard warranty and extended warranty

#### ❖ GENERAL POINTS :

The standard warranty offered by PNY Technologies Europe for products with an extended warranty, is three (3) years from the date of purchase by the end user. It is exercised, either by returning the equipment to the RMA department then conducting an exchange or by obtaining a credit. This warranty can be extended in length by subscribing to a contract.

To this end, a contract "EXTENSION OF WARRANTY / PNY COMMERCIAL WARRANTY" is marketed by PNY Technologies Europe. The warranty extension period is valid after activation at the following site [www.pny.eu/warranty-extension](http://www.pny.eu/warranty-extension)

#### NATURE OF THE EXTENSION OF WARRANTY: Advanced Exchange/Replacement of products

To qualify for the Advanced Exchange/Replacement Program, the customer must own a PNY product covered by an extended warranty.

If the product fails during the period covered by the manufacturer's warranty, an identical or equivalent product will be delivered to the customer, subject to availability.

PNY do not offer credit note, loan or upgrade.

If necessary, the customer must contact the RMA department at the following address: [rma@pny.eu](mailto:rma@pny.eu). This department checks, at the time of application, the validity of the commercial guarantee on the returned product. When this verification is made, the RMA department offers the advanced exchange of the defective product.

#### ❖ IMPLEMENTATION OF THE WARRANTY EXTENSION

The activation of the extension of warranty is subject to the following conditions:

- Customer registration on the PNY website [www.pny.eu/warranty-extension](http://www.pny.eu/warranty-extension)
- Providing proof of purchase of the customer
- Providing the serial number of the product

In the case of a defective product, the customer should provide the serial number of the defective product. The warranty extension is then implemented through the delivery of a replacement product.

If a request is made before 2pm, the replacement product is shipped on D + 1. PNY delivers the product without its accessories. The advance replacement program covers defects or malfunction on the product under the warranty but does not apply to accessories that are out of warranty. The replacement product is registered and covered by the exchange program until the end of the period of the first product delivered.

The following information is considered essential to the implementation of the guarantee : name and address of the end user, email client, model name and serial number of the product, and date of purchase. The guarantee will not apply if the serial number on the product is defaced, altered or deleted.



Addresses indicating PO boxes are not accepted as part of the warranty extension. The customer must provide a physical address.

The registration of the application on the Advance Exchange Program supposes acceptance by the customer of the general terms and conditions of the contract.

❖ **END USER RESPONSIBILITY/LIABILITY :**

The customer must submit, with his application for advanced exchange, complete information to enable the activation of the procedure as fast as possible, including the reference of the defective product, the serial number, delivery address, the name of a contact, phone number, email address and a description of the problem.

The customer must return the defective product within 10 working days following the receipt of the replacement product. In case of a defective product which has not been returned within ten (10) working days following receipt of the replacement product; the customer will be charged with the amount of 100€ per day of delay up to a maximum amount equivalent to the retail price of the product. This amount is refundable only if the client provides the RMA department with the proof of delivery of the defective product on time.

If the defective product is returned incomplete, the customer must deliver at his own expense the missing parts within five (5) working days. Otherwise, PNY will invoice the customer of the cost of the parts that have not been returned.

The customer must return the defective equipment with RMA documents received during the delivery of the replacement equipment.

If the replacement product is delivered damaged or lost, PNY delivers another replacement product to the customer, and engage a claim against the carrier. If the defective product returned is lost or damaged, the customer is required to report it to the carrier. The customer is then charged with an amount equal to the product price.

The costs incurred in sending defective equipment shall be borne by the customer.

❖ **SCOPE AND LIMITATIONS OF WARRANTY EXTENSION :**

➤ **SCOPE OF WARRANTY EXTENSION**

Under this warranty and extension of warranty, PNY Technologies Europe's sole obligation is to implement the necessary means, in accordance with the nature of the applicable warranty (extended warranty) to ensure that the product works. No other obligation of any nature, whatsoever, shall not be borne by PNY Technologies Europe. In particular, the client may not require any compensation from the repercussion of an asset of the product and for any damage caused by a defective product. Responsibility for PNY Technologies Europe will, in no event, exceed the price paid net of tax for the product, subject to this guarantee.

This warranty and extended warranties cover only defects and malfunctions of PNY product purchased by the customer.

The extended warranty is available and only covers countries of the European Union, Norway and Switzerland.

This extension of warranty only applies on the following ranges PNY NVIDIA, and NVIDIA QUADRO TESLA graphics cards. This list is not exhaustive and will be updated by PNY on the website [www.pny.eu/warranty-extension](http://www.pny.eu/warranty-extension)

**LIMITATION OF WARRANTY EXTENSION**

Any warranty and extended warranties are excluded when using the product in abnormal conditions and / or not in accordance with their intended use, damage or malfunction caused by water, fire, shock or intervention of the customer or a third party not approved by PNY.

This warranty and extended warranty does not cover interventions related to a computer virus, application client software, downloading information or installation of all or part of material.



The customer is solely responsible for backing up data stored on the system before returning the product to PNY. PNY cannot be held responsible for the loss of all or part of the data during the exchange procedure.

Defects, malfunctions, and any loss of performance affecting the product and so proved, would be attributable to the use of certain "compatible" or "refilled" consumables are excluded from this warranty and from the extension warranty.

This warranty does not cover:

- The periodic maintenance and repair or replacement of parts caused by normal wear and tear
- Transport costs and risks associated with transport of deposit and product recovery by the end user
- Any adjustment of product that would be required for purposes of compliance with the technical or safety standards applicable in a country other than for which the product was designed and originally manufactured
- Damage or product defects resulting from improper use or installation of the product (use other than the use for which the product is intended for installation or use in violation of instructions of PNY or technical or safety standards in force in the country where it is used ...) resulting from maintenance of nonconforming product or negligence; resulting from misuse or abuse of the product.
- Use of the product with a product, supply, accessory or device that is not compatible or defective
- The case of force majeure, disaster (fire, flood ...), lightning.

If the customer is a consumer or a non-professional, it will benefit in any case from the legal guarantee of conformity. Any dispute arising from the formation, the interpretation, the execution of this contract or any derivative action is within the exclusive jurisdiction of the **Tribunal de Commerce de Bordeaux**.

#### ❖ **SUBSCRIPTION PERIOD OF WARRANTY EXTENSION :**

The contract of extension of warranty may only be concluded within 90 days of purchase of the product, a copy of the invoice must be provided by the customer for proof of date of purchase.

#### ❖ **BASIC PRINCIPLE OF WARRANTY EXTENSION :**

The contract of extension of warranty is designed to complement the legal guarantee of conformity by the advance exchange of defective products. It does not change the length of the standard warranty that remains of three (3) years as from the date of purchase.

### **3) Legal guarantee of conformity**

Irrespective of this commercial guarantee (extension of warranty), the seller remains liable for lack of conformity with the contract and hidden defects in accordance with paragraph 1 articles 1641 and 1648 of the Civil Code and as stipulated in articles L211-4, L211-5 and L211 -12 of the French Consumer Code.