

Kingston Technology Limited Warranty Statement

Complete information regarding Kingston's warranties is listed below. You can jump directly to the section you want more quickly by selecting the topic you need from the list below:

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KINGSTON TECHNOLOGY COMPANY, INC. ("Kingston") warrants to the original end user customer of its products specified below that its products are free from defects in material and workmanship. Subject to the conditions and limitations set forth below, Kingston will, at its option, either repair or replace any part of its products that prove defective by reason of improper workmanship or materials. Repaired parts or replacement products will be provided by Kingston on an exchange basis, and will be either new or refurbished to be functionally equivalent to new. If Kingston is unable to repair or replace the product, it will refund the current value of the product at the time the warranty claim is made.

This limited warranty does not cover any damage to this product that results from improper installation, accident, abuse, misuse, natural disaster, insufficient or excessive electrical supply, abnormal mechanical or environmental conditions, or any unauthorized disassembly, repair, or modification. This limited warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, has not been handled or packaged correctly, has been sold as second-hand or has been resold contrary to the US export regulations.

This limited warranty covers only repair, replacement or refund for defective Kingston products, as provided above. Kingston is not liable for, and does not cover under warranty, any loss of data or any costs associated with determining the source of system problems or removing, servicing or installing Kingston products. This warranty excludes 3rd party software, connected equipment or stored data. In the event of a claim, Kingston's sole obligation shall be replacement of the hardware.

Duration of Warranty

Lifetime Warranty†:

The following Kingston products are covered by this warranty for life†:

Memory modules including ValueRAM, HyperX and Kingston system specific memory, Flash memory cards (e.g. Secure Digital, CompactFlash, MultiMediaCard, SmartMedia) ATA Flash, and Linear Flash; memory expansion-boards, networking adapters; routers, hubs and switches without cooling fans (excluding the power supply), Flash adapters and microprocessor upgrade products.

Five-Year Warranty:

The following Kingston products are covered by this warranty for a period of five years from the date of original retail purchase: the power supply in networking hubs, switches, xDSL modems, print servers and routers with cooling fans; Fiber converters; PC Card Readers, USB DataTravelers.

Three-Year Warranty:

The following Kingston products are covered by this warranty for a period of three years from the date of original retail purchase: Datapak PC Card Hard Drive products.

Two-Year Warranty:

The following Kingston products are covered by this warranty for a period of two years from the date of original retail purchase: Solid state PC Card (PCMCIA) adapters.

One-Year Warranty:

The following Kingston products are covered by this warranty for a period of one year from the date of original retail purchase: DataTraveler Accessory Kit, TravelLite SD/MMC Reader and KPEX Portable Media Player.

Discontinued products not listed in the warranty are no longer covered as their warranty has expired.

This limited warranty applies only to the original end user customer of the product for so long as the original end user customer owns the product. This limited warranty is non-transferable.

Free Technical Support

If you experience difficulty during the installation or subsequent use of a Kingston product, you may contact Kingston's Technical Support department prior to servicing your system.

For support over the Internet, visit Kingston.com/support.

Kingston also provides free English-language technical support to its customers worldwide.

Kingston Technical Support in the United States and Canada can be contacted directly by calling: +1 (714) 435-2639 or toll-free at: +1 (800) 435-0640.

Kingston Technology Technical Support can be contacted by calling +44 (0) 1932 738888 or for national rate telephone numbers visit www.kingston.com/europe/contact. For ValueRAM memory Technical Support in Europe, please call +44 (0) 1932 755210.

Kingston Technical Support in Asia can be contacted directly by calling:

Taiwan: +800-666-200

China: +800-810-1972

Asia (other than above) +886-3-564-3249

Warranty Claim Procedures and Requirements

To obtain warranty service, you may return a defective product to the authorized Kingston dealer or distributor from which you purchased the Kingston product. Please confirm the terms of your dealer's or distributor's return policies prior to returning the product. Typically, you must include product identification information, including model number and serial number (if applicable) with a detailed description of the problem you are experiencing. You must also include proof of the date of original retail purchase as evidence that the product is within the applicable warranty period.

In the United States, you may return the product directly to the Kingston factory after first obtaining a Return Material Authorization ("RMA") number from Kingston. An RMA number is obtained by visiting Kingston.com/support or by calling Kingston Customer Service at +1 (714) 438-1810, or +1 (800) 337-3719. For ValueRAM memory product returns, please contact Technical Support at +1 (800) 435-0640 for RMA service and support.

Once you have obtained an RMA number from Kingston, you must, within thirty (30) days, send the product freight-prepaid and insured to Kingston Technology Company, Customer Service, 17665-A Newhope Street, Fountain Valley, CA 92708, USA. Products shipped to the factory must be properly packaged to prevent damage in transit. You must include the Kingston RMA number prominently displayed on the outside of your package. If you send your product to the factory without the RMA number prominently displayed on the outside of the package, it will be returned to you unopened.

In Europe, if you are unable to return the product to the authorised Kingston dealer or distributor from whom you purchased the product, you may return the product directly to the Kingston service centre at: Kingston Court, Brooklands Close, Sunbury on Thames, Middlesex, TW16 7EP, UK. **Before returning the product, you must first obtain a Return Material Authorization ("RMA") number from Kingston. An RMA number is obtained by contacting European Technical Support via Kingston's website: http://shop.kingston.com/web_rma/rma_europe.asp?no_of_kinds=1. Conditions and freight requirements are as with US RMA returns as shown above.**

The returned product will become the property of Kingston. Repaired or replacement product will be shipped at Kingston's expense. Repaired or replacement product will continue to be covered by this limited warranty for the remainder of the original warranty or 90 days, whichever is longer.

Disclaimers

THE FOREGOING IS THE COMPLETE WARRANTY FOR KINGSTON PRODUCTS AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. EXCEPT AS EXPRESSLY SET FORTH ABOVE, NO OTHER WARRANTIES ARE MADE WITH RESPECT TO KINGSTON PRODUCTS AND KINGSTON EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY WARRANTY THAT MAY EXIST UNDER NATIONAL, STATE, PROVINCIAL OR LOCAL LAW INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE LIMITED TO THE PERIODS OF TIME SET

FORTH ABOVE. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

KINGSTON PRODUCTS ARE NOT AUTHORIZED FOR USE AS CRITICAL COMPONENTS IN LIFE SUPPORT EQUIPMENT OR FOR APPLICATIONS IN WHICH THE FAILURE OR MALFUNCTION OF THE PRODUCTS WOULD CREATE A SITUATION IN WHICH PERSONAL INJURY OR DEATH IS LIKELY TO OCCUR. KINGSTON SHALL NOT BE LIABLE FOR THE DEATH OF ANY PERSON OR ANY LOSS, INJURY OR DAMAGE TO PERSONS OR PROPERTY BY USE OF PRODUCTS USED IN APPLICATIONS INCLUDING, BUT NOT LIMITED TO, MILITARY OR MILITARY-RELATED EQUIPMENT, TRAFFIC CONTROL EQUIPMENT, DISASTER PREVENTION SYSTEMS AND MEDICAL OR MEDICAL-RELATED EQUIPMENT. IF SUCH USE IS INTENDED, CONTACT KINGSTON FOR COMPONENTS SUITABLE FOR SUCH APPLICATIONS.

KINGSTON'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, IS LIMITED TO REPAIR, REPLACEMENT OR REFUND. REPAIR, REPLACEMENT OR REFUND ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, KINGSTON SHALL NOT BE LIABLE TO THE PURCHASER OR END USER CUSTOMER OF A KINGSTON PRODUCT FOR ANY DAMAGES, EXPENSES, LOST DATA, LOST REVENUES, LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE KINGSTON PRODUCT, EVEN IF KINGSTON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

WITH REGARDS TO CITIZENS OF COUNTRIES THAT ARE MEMBERS OF THE EUROPEAN UNION, IF THIS PRODUCT IS PURCHASED BY A CONSUMER AND NOT IN THE COURSE OF A BUSINESS, THIS WARRANTY SHALL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER. THIS DISCLAIMER DOES NOT PURPORT TO LIMIT OR EXCLUDE KINGSTON'S LIABILITY FOR DEATH OR INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

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† 10 year warranty in France, Germany and Austria