Kingston Limited Warranty Statement

Kingston 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:

- Duration of Warranty
- Free Technical Support
- Warranty Claim Procedures and Requirements
- DISCLAIMERS

Kingston warrants to the original end user customer 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 recertified. All recertified products have been tested to ensure that they are functionally equivalent to new products. If Kingston is unable to repair or replace the product, it will refund or credit the lesser of either the current value of the product at the time the warranty claim is made or the purchase price. Proof of purchase must be provided in order to establish the original purchase date and pricing.

This limited warranty does not cover any damage to the 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 shall not apply if: (i) the product was not used in accordance with any accompanying instructions, or (ii) the product was not used for its intended function. This limited warranty also does not apply to any product on which the original identification information has been altered, obliterated or removed, that has not been handled or packaged correctly, that has been sold as second-hand or that has been resold contrary to U.S. and other applicable export regulations.

This limited warranty covers only repair, replacement, refund or credit for defective Kingston products, as provided above. Kingston is not liable for, and does not cover under warranty, any damages or losses of any kind whatsoever resulting from loss of, damage to or corruption of, content or data or any costs associated with determining the source of system problems or removing, servicing or installing Kingston products. This warranty excludes third party software, connected equipment or stored data. Kingston is therefore not liable for any losses or damage attributable to third party software, connected equipment or stored equipment or stored data. In the event of a claim, Kingston's sole obligation shall be to issue a refund or replacement of the hardware.

Duration of Warranty

Product Lifetime Warranty:**

The following Kingston products are covered by this warranty for the life of the product:

Memory modules including ValueRAM®, HyperX®, Retail Memory and Kingston system-specific memory; Flash memory cards (e.g., Secure Digital, Secure Digital HC and XC, CompactFlash, MultiMediaCard, SmartMedia) and Flash adapters.

Five-Year Warranty:

The following Kingston products are covered by this warranty for a period of five years from the date of purchase by the original end user customer: USB DataTraveler® drives (excluding the DataTraveler® Workspace) and SSD*Now*® KC100 (solid state drives).

Three-Year Warranty:

The following Kingston products are covered by this warranty for a period of three years from the date of purchase by the original end user customer: SSDNow® (Solid State Drives), except for the SSDNow® KC100, SSDNow® S200/30GB and SSDNow® SMS200/30GB.

Two-Year Warranty:

The following Kingston products are covered by this warranty for a period of two years from the date of purchase by the original end user customer: SSDNow® S200/30GB, SSDNow® SMS200/30GB, DataTraveler® Workspace, MobileLite® Wireless - Gen 2, MobileLite® Reader, microSD Reader, HyperX® Cloud Headset (excluding any free promotional items included in the package), HyperX® Skyn Mouse Pad and products under the Kingston Customization Program. Kingston Customization Program products are limited to credit or refund during the two-year warranty period. In some instances, Kingston may, as its option, elect to replace defective products ordered through the Kingston Customization Program with functionally equivalent products.

One-Year Warranty:

The following Kingston products are covered by this warranty for a period of one year from the date of purchase by the original end user customer: MobileLite® Wireless-Gen.1, MobileLite® Reader, DataTraveler® Accessory Kit, Wi-Drive®, TravelLite® SD/MMC Reader and HyperX® Fan.

In the event a product has been discontinued, Kingston, at its sole discretion, shall either repair the product, offer to replace it with a comparable product or provide a refund at the lesser of the purchase price or the product's current value.

Repaired or replacement products will continue to be covered by this limited warranty for the remainder of the original warranty term or ninety (90) days, whichever is longer.

This limited warranty applies only to the original end user customer for the term of the product warranty described herein. This limited warranty is non-transferable. Products purchased as part of a kit require that the kit be returned in its entirety in order to be eligible for warranty.

**For Russia the lifetime warranty is determined to be for a period of ten (10) years from the date of purchase by the original end user customer.

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.

In the United States:

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

Europe, Middle East and Africa:

Kingston Technical Support in Europe, Middle East and Africa with the exception of countries listed elsewhere can be contacted by calling +44 (0) 1932 738888; or for national-rate telephone numbers, visit http://www.kingston.com/en/company/contacts.

In Asia:

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

- Calling from Australia: 1800-620-569, freephone
- Calling from New Zealand: 0800-546-478, freephone
- Calling from China: 800-810-1972, freephone
- Calling from Hong Kong: 800-900478, freephone
- Calling from India: 1-860-233-4515, chargeable (Monday to Saturday, 9.30am to 5.00pm)

- Calling from Japan: 00531-88-0018, freephone
- Calling from Malaysia: 1800-812078, freephone
- Calling from Singapore: 800-8861042, freephone
- Calling from Taiwan: 0800-666-200, freephone
- Calling from Thailand: 001800-861-0018, freephone
- Calling from other Asian countries: +886-3-500-1715, toll call

Warranty Claim Procedures and Requirements

To obtain warranty service, you may return a defective product to your original point of purchase, or the authorised Kingston dealer or distributor from whom you purchased the Kingston product. Please confirm the terms of its 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 purchase as evidence that the product is within the applicable warranty period.

United States:

In the United States, you may return the product directly to the Kingston service centre after first obtaining a Return Material Authorisation ("RMA") number from Kingston. An RMA number is obtained by visiting kingston.com/us/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 to Kingston Technology Company, Inc., Customer Service, 17665-A Newhope Street, Fountain Valley, CA 92708 USA. You are responsible for the cost of insuring and shipping your returned products. Products shipped to the service centre 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 service centre without the RMA number prominently displayed on the outside of the package, it will be returned to you unopened.

Europe, Middle East and Africa:

In Europe, Middle East and Africa, if you are unable to return the product to your original point of purchase or to the authorised Kingston dealer or distributor from whom you purchased the product, you may return the product directly to the Kingston service centre after first obtaining a Return Material Authorisation ("RMA") number from Kingston. An RMA number is obtained by visiting kingston.com/en/support. In some circumstances, we may require proof of purchase.

Once you have obtained an RMA number from Kingston, you must, within thirty (30) days, send the product to Kingston Technology Europe Co LLP, Kingston Court, Brooklands Close, Sunbury on Thames, Middlesex, TW16 7EP, UK. You are responsible for the cost of insuring and shipping the product(s). The product(s) must be properly packaged to prevent damage in transit. The Kingston RMA number must be prominently displayed on the outside of the package. If you fail to display the RMA number the package will be returned to you unopened.

Asia:

In Asia, please click on the region which applies to you. In Taiwan, you can either return a defective product to our local distributor, service centre or complete an online application procedure. Go to http://dbcs.kingston.com/web_rma/taiwan/ to proceed. In China, you can apply for an RMA through either an authorised distributor or an authorised service centre. For a list of service centres in China, please visithttp://legacy.kingston.com/china/support/center/network.htm.

In all other Asian countries, please contact your local distributor or dealer to arrange a Return Material Authorisation ("RMA").

Within 3 days of RMA issuance from Kingston, the defective product must be properly packaged and shipped insured by FedEx only to Kingston Technology Far East Corp, 4F, No. 8, Kedung 3RD., Chunan, Miaoli, Taiwan 35053, R.O.C. Kingston will not be responsible for any expenses incurred for utilizing the freight and custom clearance fee. For the complete Kingston Technology Far East RMA Policy (access is limited to authorised Kingston distributors and dealers), please go to:http://portal.kingston.com/portal/login.asp.

The returned product will become the property of Kingston. Repaired or replacement product will be shipped at Kingston's expense.

Disclaimers

TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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 AUTHORISED 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.

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 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 IS IN ADDITION TO YOUR LEGAL RIGHTS IN RELATION TO PRODUCTS WHICH ARE DEFECTIVE. ADVICE ABOUT YOUR LEGAL RIGHTS IS AVAILABLE FROM YOUR LOCAL CONSUMER ADVICE CENTRE. THIS DISCLAIMER DOES NOT PURPORT TO LIMIT OR EXCLUDE

KINGSTON'S LIABILITY FOR DEATH OR INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUDULENT MISREPRESENTATION.

This warranty is being provided by:

Kingston Technology Company, Inc., 17600 Newhope Street Fountain Valley, CA 92708 U.S.A.

Australian Consumers:

Please see Kingston's Limited Warranty Statement for warranty information for Australia.

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