



MANUFACTURER'S LIMITED WARRANTY

MemoryKick offers a limited warranty in most countries covering manufacture defects or part failure. The Limited Warranty offers 12-month coverage from the date of purchase. Enhancements and accessories are covered for 6-months from the date of purchase. Memorykick reserves the right to repair or replace defective Memorykick products covered by the limited warranty.

Is the Warranty valid internationally? The warranty applies equally within all countries covered by the terms of the warranty. However, it does not apply in other countries or regions that the MediaCenter is not authorized to be sold. Information on the international application of other MemoryKick warranties varies from region to region. For more information, visit the MemoryKick Web site. You can find a MemoryKick Authorized Service Center address at www.memorykick.com.

Does repairing my MemoryKick product extend the warranty? As far as the national laws permit, repairing the product does not extend or otherwise affect the warranty period. However, part(s) repaired or replacement product(s) provided during the warranty period will be warranted for the remainder of the original warranty period or for sixty (60) days from the date of repair or replacement, whichever is longer.

What is not covered by the Limited Warranty? The Limited Warranty does not cover user manuals, third party software, settings, content, links, data or data loss, whether included or downloaded in the product, whether included during installment, assembly, shipping or at any other time in the delivery chain or otherwise and in any way acquired by the end user.

In addition the Limited Warranty does not cover:

- Cosmetic conditions from normal wear and tear
- Damage from shock or impact damage
- Damage from water or liquid type substances
- Damage from sand or grit type substance
- Damage from tampering, or attempted repair by non-authorized service personel
- Damage from customer neglect, mishandling, or damage caused by misuse of the product, including use that is contrary to the instructions provided by MemoryKick and/or other acts beyond the reasonable control of MemoryKick

- Damage or alleged defects caused by the fact that the product was used with, or connected to, any product, accessory, software and/or service not manufactured, or supplied by MemoryKick or was used otherwise than for its intended use.
- Damage caused by the fact that the battery has been short-circuited by external devices or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified.
- If the Product has been opened, modified or repaired by anyone other than an MemoryKick Authorized Service Center, or if it was repaired using unauthorized spare parts or if the Product's serial number has been removed, erased, defaced, altered or are illegible in any way and this shall be determined in the sole discretion of MemoryKick.
- If the Product has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions to cause corrosion or oxidation.

Obtaining Warranty Support:

In order to get the repair or service covered by the Limited Warranty, bring the product together with the original proof of purchase to a MemoryKick Authorized Service Center within the time period stated in the warranty. You can find MemoryKick Authorized Service Center contact information at www.memorykick.com.

Limitation of MemoryKick's Liability:

This Limited Warranty is your sole and exclusive remedy against MemoryKick and MemoryKick's sole and exclusive liability in respect of defects in your Product. This Limited Warranty replaces all other MemoryKick warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or otherwise, including, without limitation, and where permitted by applicable law, any implied conditions, warranties or other terms as to satisfactory quality or fitness for purpose. However, this Limited Warranty shall neither exclude nor limit i) any of your legal (statutory) rights under the applicable national laws or ii) any of your rights against the seller of the Product.

To the extent permitted by applicable law(s) MemoryKick does not assume any liability for loss of or damage to or corruption of data, for any loss of profit, loss of use of Products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage.

To the extent permitted by applicable law, MemoryKick's liability shall be limited to the purchase value of the Product. The above limitations shall not apply in case of gross negligence or intentional misconduct of MemoryKick or in case of death or personal injury resulting from MemoryKick's proven negligence.

To find the MemoryKick Authorized Reseller or Authorized Service Center nearest you, visit our website at www.memorykick.com.