Transcend Warranty Information

1. Warranty Introduction

This warranty is subject to the conditions and limitations set forth herein.

Transcend Information, Inc. ("Transcend") warrants and tests the Product to be free from defects in material and workmanship and to conform to published specifications. During the warranty period, should the Product fail under normal use in the recommended environment due to improper workmanship or materials, Transcend will repair the Product or replace it with a comparable one.

This warranty is valid for a specific period from the date of purchase. Proof of date of purchase is required. Transcend will inspect the Product and make a decision regarding repair or replacement. Transcend reserves the right to provide a functional equivalent, or refurbished replacement Product.

This warranty does not apply to Product failure due to accident, abuse, mishandling, improper installation, alteration, acts of nature, improper usage, or problems with electrical power. In addition, opening or tampering with the product casing, or any physical damage, abuse or alteration to the product's surface, including all warranty or quality stickers, product serial or electronic numbers will also void the product warranty. This warranty only applies to the product itself, and excludes all product accessories, including, but not limited to: card adapters, cables, earphones, power adapters, and remote controls, which must be exchanged within seven days of the purchase date if defective. Transcend is not responsible for any data recovery in the event of a defective hard drive or flash memory. The Product must be used with devices that conform to the recommended industry standards. Transcend will not be liable for damages resulting from a third party device that causes the Product to fail. Transcend shall in no event be liable for any consequential, indirect, or incidental damages, lost profits, lost business investments lost goodwill, or interference with business relationships as a result of lost data. Transcend is also not responsible for damage or failure to any third party equipment, even if Transcend has been advised of this possibility. This limitation does not apply to the extent that it is illegal or unenforceable under applicable law.

The limited warranty is exclusive, with no other warranties, implied or statutory, including, but not limited to any implied warranty of merchantability or fitness for a particular purpose. This warranty is not affected in any part by Transcend providing technical support or advice. 2. Duration of Warranty

This limited warranty only applies to the original end user customer of the product for as long as the original end user customer owns the product. This limited warranty is non-transferable. The products listed herein, are subject to change without notice, please check the Warranty Card of your product(s) or confirm with the seller or distributor for the validity of the warranty period.

Lifetime Warranty:

1. DRAM Module Products.

2. Effective January 1st 2006 the following Transcend products are covered by this warranty for life, SD series (except Industrial SD cards), MMC series, CF series (except Industrial CF cards) memory cards and JetFlash series USB flash drives (except JetFlash 210/220). Products in the listed categories purchased before the commencement date are covered by a two-year (JetFlash series), or five-year (SD/MMC/CF cards) warranty from the original date of purchase.

3. Some countries and states have limitations on how long a warranty lasts, so this Limited Lifetime Warranty may not apply to you. Transcend's Limited Lifetime Warranty does not

affect your statutory consumer rights to bear the lengthiest warranty period permitted under applicable national legislation. Please read the Disclaimer below carefully.

Two-Year Warranty :

The following Transcend products are covered by this warranty for a period of two years from the date of original retail purchase: USB 2.0 Interface CardBus, PCMCIA Adapter Card series, JetFlash 210/220, MP3 Products*, MP Series adapters TS-PA2A / TS-PA2M, Graphics Cards, Storage Devices, Portable HDDs** (including StoreJets, PhotoBank and Combo), USB Flash Modules, IDE Flash Modules, SM series, XD series, MS series memory cards, Memory Card Readers and Industrial Products.

* half a year for battery; one-year for MP series colorful panel: Within one year of the purchasing date, Transcend will replace or repair MP820/840/850 (MP3) screens with two bright pixels or three dark pixels. Transcend reserves the right to determine whether repair or replacement is suitable upon inspection of the product. The decision made by Transcend whether to repair or replace the product will be final. Additionally, Transcend reserves the right to provide a functionally equivalent refurbished replacement product.

**half a year for battery

One-Year Warranty :

The following Transcend products are covered by this warranty for a period of one year from the date of original retail purchase: Digital Album. All auxiliary batteries for Transcend products are covered by a six-month-warranty.

PF (Digital Photo Frame) Duration of Warranty :

Power Adapter. The Transcend PF warranty period is two years from the date of purchase (One-year screen warranty: Within one year of the purchase date, Transcend will replace or repair PF screens with four or more defective pixels). Transcend reserves the right to determine whether repair or replacement is suitable upon inspection of the product. The decision made by Transcend whether to repair or replace the product will be final. Additionally, Transcend reserves the right to provide a functionally equivalent refurbished replacement product.

MP series (MP3) Duration of Screen Warranty : MP Series adapters TS-PA610US/TS-PA610EU/TS-PAUS/TS-PAEU

StoreJet power adapter

With regard to detail warranty information kindly refer to View Product Warranty.

3. Terms of Product Return

"Above and beyond" is the standard we set ourselves for customer service at Transcend. We consistently position ourselves to be significantly above the industry norm. It's all part of our commitment to Customer Satisfaction.

The following RMA (Return Merchandise Authorization) guidelines for Transcend products are extremely important and were designed to ensure we meet your expectations. Please read them carefully before returning any goods.

On behalf of the entire Transcend team, thank you for being a valued customer!

4. Steps to a Smooth Product Return

(A) By Fax

The preferred method! Fax your request using our RMA request form (available from your sales representative). We will get back to you promptly by either fax or email to give you an RMA number for returning the goods.

(B) By E-mail

The efficient method! Please provide the Transcend invoice number and part number, and email us to describe the problem. You will be issued an RMA number once the problem is confirmed.

(C) By Phone

Before you call, have the Transcend invoice number and part number ready. Call us during office working hours, and describe the problem. You will be issued an RMA number once the problem is confirmed.

*RMA numbers are important!When you return the product to us, you must write the RMA number clearly on the outside of the box. Products should arrive at our facility within 14 days of the date we issued the RMA number.

5. Warranty Claim Requirements

When sending a defective product to Transcend, it is required that customers provide prepaid freight and insurance. Shipped products must be properly packaged to prevent damage during transit. You must also include proof of the date of original purchase as evidence that the returned product is within the applicable warranty period.

6. Replacement, Repair and Refund Guidelines

Transcend will not provide credit to customers for JetRam, motherboards, or graphics cards, but will provide replacement or repair. For products purchased from a Transcend distributor or reseller, customers must contact the seller for replacement, repair, or credit return.

*0-30 days after purchase (based on the invoice date)Transcend will provide you with a replacement or full credit of the purchase price within 30 days of receipt of the returned product. And, we will provide you with a replacement or credit for DOA (Defect On Arrival) motherboards within 30 days.During periods of price fluctuation, Transcend reserves the right to offer less than full credit.

*31-60 days after purchase (based on the invoice date)Transcend can either provide a replacement or issue credit. The credit is normally based on the original selling price, subject to a 15% restocking fee, or current market price.

*Beyond 60 days during warranty periodTranscend is responsible for repairing the defective product. A customer will not be charged for the cost of labor or replacement components if the defective product is returned within the applicable warranty period.

*Beyond warranty period - outside warrantyTranscend will repair a defective product even beyond warranty, however, the customer will be charged for the cost of labor and replaced parts if the defective product was returned beyond the applicable warranty period. 7. Exceptions to the Foregoing Guidelines

Transcend warrants that its products are free from defects in material and workmanship. Please note that should the product defect be caused by any of the following factors, Transcend is not responsible:

*Mishandling during shipment.

*Abuse, misuse, neglect, repair or modification by users.

*Not following the instructions in the user's manual correctly.

8. Limitation of Liability

Transcend shall in no event be liable to buyers or any third party for any consequential, indirect or incidental damages, including but not limited to loss of profits, loss of business investment, loss of goodwill, and/or interference with business relationships.

Transcend shall not be liable in the event that its products cause any damage or failure to other equipment.

9. RMA Request Form for Repair or Replacement

RMA Request Form (click here if you purchased from Transcend's website)

RMA Request Form (USA)

RMA Request Form (Traditional Chinese)

*How to download RMA Request Form?

- 1. Move to the Link
- 2. Right-Click
- 3. Select Save File
- 4. Finish

10. Disclaimer

THE FOREGOING IS THE COMPLETE WARRANTY FOR TRANSCEND 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 TRANSCEND PRODUCTS AND TRANSCEND HEREBY 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 AREAS, STATES, COUNTRIES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, ADVERTISEMENT OF LIFETIME WARRANTY OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE WARRANTY STATEMENT OR ITS LIMITATIONS MAY NOT APPLY TO YOU.

WITH REGARDS TO THE STATUTE OF LIMITATIONS, TRANSCEND HEREBY ADVISES ITS CONSUMERS THAT THE LIFETIME WARRANTY FOR SOME TRANSCEND PRODUCTS POSSIBLY CAN NOT APPLY TO CONSUMERS IN THE PARTICULAR COUNTRY BECAUSE THE STATUTE OF LIMITATIONS CANNOT BE PERMITTED LONGER THAN KNOWN REGULATION LIMITS, THEREFORE TRANSCEND SHALL NOT BE LIABLE FOR THE LIFETIME WARRANTY STATEMENT AND ADVERTISEMENT BEYOND THE REGULATION LIMIT. THE LIMITATION OF LIFETIME WARRANTY SHALL NOT AFFECT YOUR STATUTORY RIGHTS AS A CONSUMER, OR ANY TECHNICAL SUPPORT AND SERVICE PROVIDED BY TRANSCEND.

TRANSCEND 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.TRANSCEND SHALL NOT BE LIABLE FOR THE DEATH OF PEOPLE OR ANY LOSS, DAMAGE OR INJURY TO PEOPLE 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 TRANSCEND FOR COMPONENTS SUITABLE FOR SUCH APPLICATIONS. TRANSCEND'S TOTAL LIABILITY UNDER THIS OR ANY OTHER WARRANTY 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, TRANSCEND SHALL NOT BE LIABLE TO THE BUYER OR END USER FOR ANY DAMAGE, EXPENSE, DATA LOSS, REVENUE DECREASE, SAVINGS LOSS, PROFITS LOSS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE PURCHASE, USE OR INABILITY TO USE THE TRANSCEND PRODUCT, EVEN IF TRANSCEND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.