Warranty Information

Limited Warranty

Promise Technology, Inc. ("Promise") warrants that for two (2) years from the time of the delivery to the original end user of the product, (a) the product will conform to Promise's specifications, and (b) the product will be free from defects in material and workmanship under normal use and service.

This warranty:

(a) applies only to products that are new and in their original cartons on the date of purchase;

(b) is not transferable; and

(c) is valid only when accompanied by a copy of the original purchase receipt.

This warranty shall not apply to defects resulting from the following causes:

- improper or inadequate maintenance by the end user
- unauthorized modification
- operation outside the environmental specification for the product
- abuse, result of an accident, misuse, negligence, misapplication, natural or personal disaster
- maintenance other than by Promise or an authorized service center.

Disclaimer of Other Warranties

This Warranty covers only parts and labor and excludes any coverage on software items except as expressly set above.

Except as expressly set forth above, Promise DISCLAIMS any warranties, express or implied, by statute or otherwise, regarding the product including, without limitation, any warranties for fitness for any purpose, quality, merchantability, non-infringement, or otherwise. Promise makes no warranty or representation concerning the suitability of any product for use with any

other item. You assume full responsibility for selecting products and for ensuring that the products selected are compatible and appropriate for use with other goods with which they will be used.

Promise DOES NOT WARRANT that any product is free from errors or that it will interface without any problems with your computer system. It is your responsibility to back up your computer or otherwise save important data before installing any product and to continue to back-up your important data regularly.

Promise's sole responsibility with respect to any product is, at Promise's election, to (a) replace the product with a conforming unit of the same or a superior product; (b) repair the product; or (c) recover the product and refund the purchase price for the product, less the amount of any damage and compensation for any use of the product. Promise shall not be liable for the cost of procuring substitute goods, or services, lost profits, unrealized savings, equipment damage, costs of recovering, reprogramming, or reproducing any programs or data stored in or used with the products, or for any other general, special, consequential, indirect, incidental, or punitive damages, whether in contract, tort, or otherwise, notwithstanding the failure of the essential purpose of the foregoing remedy and regardless of whether Promise has been advised of the possibility of such damages. Promise is not an insurer. If you desire insurance against such damage, you must obtain such insurance from another party.

Some states do not allow the exclusion or limitation of incidental or consequential damages for consumer product so the above limitation or exclusions may not apply to you.

This warranty gives specific legal rights, and you may also have other rights which vary from state to state. This limited warranty is governed by the laws of the state of California.