

Creative - Limited Hardware Warranty

Creative Technology Ltd warrants that the retail purchased Creative-branded hardware product herein ("Product") is free of material defects in materials and workmanship ("Defect(s)") that result in Product failure during normal consumer usage for the Warranty Period, according to the following terms and conditions:

1. This limited hardware warranty extends only to the original end-user purchaser and holder of this warranty ("You" or "Your") and is not transferable or assignable to any subsequent purchaser.
2. **You must provide proof of original purchase of the Product by a dated itemized receipt to be eligible for this limited warranty.**
3. The limited warranty is **ONLY** applicable in the country or territory where the Product was purchased from an authorized retailer/reseller and excludes any product that has not been purchased as new or is obtained as a result of the purchase of a non-Creative product.
4. If a Defect arises and a valid claim is received during the Warranty Period (as provided below), Creative will at its sole option, service the Product at no charge using new or refurbished replacement parts at our sole discretion. Please note that:
 - a. The limited warranty for the Product is for **twelve (12) months** (for the European Union, twenty-four (24) months (excluding all wear and tear), subject to certain exceptions as stated in the EU Directive 1999/44/EC**) from the date of Your purchase ("Warranty Period"). The Warranty Period will be extended by each whole day that the Product is out of Your possession for repair under this warranty.
 - b. Creative will cover the labor charges incurred by Creative in repairing or replacing the defective parts during the Warranty Period from the date of Your purchase.
 - c. You will not have to pay for any such replacement parts.
 - d. Creative also warrants that the repaired or replaced parts will be free from defects in material and workmanship for the remainder of the Warranty Period.
 - e. For the limited warranty of the Product's Liquid Crystal Display, please refer to the Creative Support Web Page at www.creative.com/support.
5. **This warranty gives You specific legal rights. You may also have other rights, which vary from state to state and country to country. The terms of this warranty do not exclude such rights or limit them. Your statutory rights are unaffected. Some states and countries do not allow (i) exclusions of, or limitations on, certain liabilities or warranties, including but not limited to how long a warranty lasts, the exclusion or limitation of incidental or consequential damages, or the exclusion of liability for injury (including death) caused by negligence, (ii) the inclusions of certain asymmetrical terms in warranties, or (iii) the expiration of all legal claims after a fixed time, so certain of the above limitations, exclusions or asymmetrical terms may not apply to You depending on the relevant jurisdiction. If adjudged invalid, such term(s) would be severable without affecting the validity of the other terms.**

6. **Creative does not warrant uninterrupted or error-free operation of the Product. Creative is not under any obligation to support the Product for all operating environments, including but not limited to, interoperability with both current and future versions of software or hardware.**
7. **For Products that are capable of storing data: Creative is not responsible or liable for any data stored on the Product that is lost, deleted or becomes otherwise inaccessible. All data may be deleted from the Product during servicing. You should remove or make a backup copy of any data stored on the Product before sending the Product to Creative.**
8. If a problem develops during the Warranty Period, please refer to www.creative.com/support or contact Your retailer/reseller. Please note that: (i) You must provide proof of original purchase of the Product by a dated itemized receipt; (ii) You shall bear the cost of shipping (or otherwise transporting) the Product to Creative. Creative will bear the cost of shipping (or otherwise transporting) the Product back to You after completing the warranty service; (iii) Before You send the Product to Creative, You must be issued a Return Merchandise Authorisation ("RMA") number from www.creative.com/support. Clearly write the RMA number on the outside of the package containing the Product being sent to Creative. Creative will not accept a return that does not have a RMA number on the outer packaging; and (iv) You can only return the defective Product(s) not excluded under Section 9 below. Creative is not responsible for other products or accessories returned with the defective Product(s). For further details on Creative Warranty terms, Product returns and repair procedure, Creative customer support services and contact information, please refer to the support section of Creative's web site at www.creative.com/support.
9. The limited warranty does not apply to:
 - a. Damage caused by normal wear and tear, abnormal use or conditions, misuse, neglect, abuse, accident, improper handling or storage, defects or damages resulting from service, testing, adjustment, installation, maintenance, alteration, including without limitation, software changes, or modification in any way by someone other than Creative or its authorised service centres, improper use of any electrical source, undue physical or electrical stress, operator error, non-compliance with instructions or other acts which are not the fault of Creative, including damage or loss during shipment or transit.
 - b. Damage from external causes such as floods, storms, fires, sand, dirt, earthquakes, an Act of God, exposure to sunlight, weather, moisture, heat, vibration or corrosive environments, electrical surges, battery leakage, theft, or damage caused by the connection to other products not recommended for interconnection.
 - c. Damage or loss of data due to (i) interoperability with either or both current and future versions of operating systems or other current or future software and hardware, (ii) a computer virus, worm, spyware, Trojan horse or memory content corruption, or (iii) malfunction or defect of the Product.
 - d. Counterfeit products/parts or any accompanying products/parts that are incompatible with the Product.
 - e. Any Product that: (i) has had its serial number altered, defaced or removed; (ii) shows evidence of tampering; (iii) mismatched board serial numbers; or (iv) has non-conforming or non-Creative housing or casing.

- f. Any accessories including but not limited to disposable alkaline batteries, removable fuses, screen protectors, plugs and pouches.
 - g. Any defect occurring after the expiration of the Warranty Period or where Creative was not advised in writing of an alleged defect or malfunction within seven (7) days after the expiration of the Warranty Period.
- 10. Any Product determined by Creative to be warranty-expired, warranty-void or not in need of repair will be subject to a minimum non-refundable diagnostic and handling fee. In the event that You fail to make the payment, Creative may, at its sole discretion, dispose of the Product without notice and liability to You.
- 11. Subject to any non-excludable limit under applicable law, the maximum liability under this limited warranty is the original price paid for the Product (excluding any shipping and additional charges). Creative and its affiliated companies will not be liable for any other losses or damage unless liability is non-excludable under applicable law. The remedy stated is Your exclusive remedy for breach of warranty. Any action or lawsuit for breach of this limited warranty must be commenced within eighteen (18) months following the original purchase of the Product or within the limitation period under applicable law.
- 12. IN SO FAR AS PERMITTED BY LAW, THE PRODUCT AND THE SERVICED PRODUCT IS PROVIDED "AS IS". TO THE EXTENT PERMITTED BY APPLICABLE LAW, CREATIVE AND ITS AFFILIATED COMPANIES HEREBY DISCLAIM THE APPLICABILITY OF ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE FOR THE PRODUCT AND/OR THE SERVICED PRODUCT. CREATIVE AND ITS AFFILIATED COMPANIES WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, SAVINGS, DATA, OR LOSS OF USE, ANY THIRD PARTY CLAIMS, AND ANY INJURY TO PROPERTY OR BODILY INJURY (INCLUDING DEATH) TO ANY PERSON, ARISING FROM OR RELATING TO THE USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, TORT, OR STRICT LIABILITY, EVEN IF CREATIVE OR ANY OF ITS AFFILIATED COMPANIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 13. **For Australia only:** Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods. (Creative Technology Ltd, 31 International Business Park, #03-01 Creative Resource, Singapore 609921. Telephone: +65 6895 4433 (standard international call charges apply.))
- 14. This is the entire warranty and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to warranty coverage for the Product, and no representation, promise or condition not contained herein will modify these terms.

15. Update(s) of this Limited Hardware Warranty may be posted at www.creative.com/support. An Update will replace any earlier version upon posting on the web site. You are advised to check for Update(s).

** A seller in the European Union (EU) may be entitled to refuse to repair or replace the goods if it is (i) impossible or (ii) disproportionate (eg. where the costs are unreasonably high for the seller) to do so, taking into account the value the goods would have had (if there were no lack of conformity), the significance of the lack of conformity and where an alternative remedy would be completed without significant inconvenience to the consumer. In such cases, the consumer may ask for an appropriate reduction of the price or have the contract rescinded. The consumer is not entitled to have the contract rescinded if the lack of conformity (or defect or fault) is minor. In which case, the seller is entitled to turn down a request for rescission of the contract in such a situation. For further details, please refer to Articles 3(3), 3(5) and 3(6) of the EU Directive 1999/44/EC.