

Diamond Multimedia Product Warranty

All Diamond Multimedia products are guaranteed to come with a standard one year limited warranty. The warranty is extended only to the original buyer and is not transferable. Some Diamond Multimedia products have an optional extended limited warranty with registration. It is recommended that you keep your receipt so Diamond Multimedia can verify the purchase date of the product and confirm your warranty.

Warranty Length

All Diamond Multimedia Products come with a standard one year limited warranty.

All Diamond Multimedia Graphics Cards purchased ON or AFTER May 1st, 2011 and Before December 31st 2013, and registered within 30 days from the original date of purchase will have a FIVE (5) YEAR Limited Warranty. ALL Diamond MULTIMEDIA GRAPHICS CARDS NOT REGISTERED WITHIN 30 DAYS FROM THE ORIGINAL DATE OF PURCHASE WILL ONLY QUALIFY FOR THE ORIGINAL ONE YEAR WARRANTY. Diamond Multimedia Graphics Cards purchased AFTER January 1st, 2014 and registered within the first 30 days of purchase will still have a TWO (2) YEAR LIMITED WARRANTY.

PRODUCT REGISTRATION

Conditions for the limited five (5) year warranty and limited two (2) year warranty are the same as the one year standard limited warranty.

The 2 year extended warranty with registration will not be offered after June 16, 2015

Warranty Terms

Product Condition:

- Removal and or Defacing of Serial/Part number sticker(s) on ANY Diamond Multimedia products WILL void ALL warranties.
- All products must be returned in the originally sold condition. Products received by Diamond Multimedia for replacement that include 3rd-party attachments will be returned to the address on the package.
- All products must return in their original packaging with all original components.
- **There must be no physical damage to any component including damage that is caused by:**

- inadequate or improper repairs carried out by any person or entity which is not authorized by the manufacturer to perform warranty services on its behalf; negligence, accidents, modifications, defective installation or misuse and use of inappropriate spare parts;
- fire, immersion in liquid, lightning, earthquake, inadequate ventilation, Acts of God, incorrect application of main voltage howsoever arising, or any other cause beyond the control of Diamond Multimedia;

- any other goods which can be used with the product, but are not the product itself;
- consumable or wearing items requiring replacement as part of normal service, including (but not limited to) dry cells and rechargeable batteries.

Replacement of Product:

- All Diamond Multimedia products must be sent in for RMA.
- Diamond Multimedia **REQUIRES** the original receipt or invoice of purchase as a copy of proof of the date of purchase.
- The warranty does not transfer to third party products which Diamond Multimedia distributes **AS IS** unless otherwise specified. Third party products may be warranted by the third party.
- Replacement of Diamond Multimedia RMA will follow the original products warranty based on the original date of purchase.
- Diamond Multimedia will use new or refurbished parts in performing warranty repairs and in building replacement systems.
- Diamond Multimedia will ship the replaced products via UPS Ground or US Postal.

Average shipping time range from 7 to 15 days, depending on actual shipment destination. Shipments made outside the US may take longer to deliver.

Diamond Multimedia reserves the right to claim for shipping fees along with service charges for any product that is returned incomplete or not under warranty. Diamond Multimedia will pay for shipping cost from Diamond Multimedia back to US and Canadian customers provided the product is indeed under warranty and there is no damage caused by improper installation or modification of the merchandise. Customers are responsible for shipping charges to Diamond. Customers located outside of the United States or using military addresses (APO,etc) will be required to pay for return shipping.

When the returned product became outdated and or not available on the retail market, Diamond Multimedia may choose to offer credit equal to the current US dollar value of the product or replace the product with equal current value.

DURING THE DURATION OF THE LIMITED WARRANTY PERIOD, IT IS AT THE SOLE DISCRETION OF DIAMOND MULTIMEDIA TO REPAIR OR REPLACE ANY DEFECTIVE COMPONENTS THAT DIAMOND MULTIMEDIA AGREES TO BE UNDER THE CONDITIONS OF THE WARRANTY. IF AN RMA PRODUCT IS NOT REPAIRABLE AND DETERMINED TO STILL BE UNDER WARRANTY AS STATED ABOVE BUT IS NO LONGER MANUFACTURED BY DIAMOND MULTIMEDIA (END OF LIFE), DIAMOND MULTIMEDIA WILL GIVE A CREDIT OFFER FOR AN UPGRADE ON NEWER PRODUCTS. CREDIT AMOUNT IS DETERMINED BY DIAMOND MULTIMEDIA'S ASSESSMENT OF THE MARKET VALUE OF THE PRODUCT OF WHEN THE RMA IS ISSUED SHIPPING TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES, REMEDIES AND LIMITATIONS CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR

CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. TO THE FULLEST EXTENT ALLOWED BY LAW, DIAMOND ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF DIAMOND, ITS SUPPLIERS OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DIAMOND'S SOLE LIABILITY WITH RESPECT TO ITS PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT, AT DIAMOND'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL FOR ESSENTIAL PURPOSE.

DISCLAIMER: Some jurisdictions may not allow the exclusion or limitation of incidental or consequential damages for products supplied to consumers, or the limitation of liability for personal injury, so the foregoing limitations and exclusions may not apply or may be limited in their application to you. When implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights that may vary depending on the law of the applicable jurisdiction.

Website: <http://www.diamondmm.com/>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.