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LIMITED WARRANTY

WHAT DOES THIS LIMITED WARRANTY COVER?

This NVIDIA limited warranty covers your SHIELD™ hardware product, along with any accessories received with the hardware product, ("Warranted Product") under normal use conditions for manufacturing defects or hardware component failures in your Warranted Product that is still within warranty. Accessories sold separately are covered by the applicable warranty accompanying the accessory. This warranty is for the original owner only and is therefore non-transferable, non-assignable and is voided when the Warranted Product is transferred to another party.

This warranty gives you specific legal rights and is only valid in the United States and Canada. You may also have other rights which vary from state to state or province to province.

NOTE: THIS AGREEMENT CONTAINS A BINDING INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT. YOU HAVE THE RIGHT TO OPT OUT OF THE BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISIONS AS DESCRIBED HEREIN.

FOR HOW LONG?

This NVIDIA warranty applies for one (1) year from the date of purchase of your new Warranted Product ("Warranty Period").

WHAT WILL NVIDIA DO?

NVIDIA will repair, or if repair is not reasonably possible, replace your defective Warranted Product. Replacement parts and/or products may include new or refurbished parts or products and are warranted only until the expiration of the original Warranty Period.

WHAT DOES THIS WARRANTY NOT COVER?

used; (c) parts intended for one system are installed in another system of different make or model. NVIDIA will have no warranty obligation with respect to the following: (a) Warranted Product hardware that has no defects in materials or workmanship, (b) software, games or applications, (c) cosmetic damage; (d) normal wear and tear; (e) expendable or consumable parts; (f) defects or damage to the Warranted Product arising from or related to: (1) any modifications, alterations, tampering, repair, or servicing by any party other than NVIDIA or its authorized representatives; (2) handling, transit, storage, installation, testing, maintenance, or use not in accordance with the Warranted Product documentation; (3) abuse, negligence, neglect, accidents, or misuse; (4) third party software or viruses; or software loss or data loss that may occur during repair or replacement; (5) fire or spillage of food or liquid, external electrical fault, or any acts of God (such as, but not limited to, lightning), or any other external factor.

NVIDIA IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. NVIDIA IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY NVIDIA WHEN THE PRODUCT IS MANUFACTURED.

Before returning any Warranted Product for service, it is recommended that you back up data and remove any confidential, proprietary, or personal information.

WHAT TO DO IF YOU HAVE A PROBLEM?

If you are experiencing a problem, or if you believe that your product is defective, please contact the NVIDIA Customer Care team. We will help you troubleshoot your issue and process a replacement if it is found to be defective. NVIDIA Customer Care can be reached [here](#), where you can search our knowledgebase for solutions to common problems or interact with our staff via the "Ask a Question" or "Live Chat" tabs.

LIMITATIONS OF WARRANTY

This limited warranty applies only to the original purchases of the Warranted Products from a retailer, mail order operation, or on-line retail store; this warranty will not extend to any person that acquires a Warranted Product on a used basis.

Your exclusive remedy, and NVIDIA's sole obligation and liability with respect to any defective product, is limited to the repair or replacement of such product as described in this warranty. NVIDIA may, at its sole discretion, use new or refurbished parts or units to meet the conditions of the warranty.

DISCLAIMER OF WARRANTY

EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NVIDIA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, SATISFACTORY QUALITY, COURSE OF DEALING,

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LIMITATION OF LIABILITY

IN NO EVENT SHALL NVIDIA BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DATA, REVENUE, PRODUCTION, OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS LIMITED WARRANTY, OR THE USE OR PERFORMANCE OF ANY PRODUCT, WHETHER BASED ON CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR ANY OTHER LEGAL THEORY, EVEN IF NVIDIA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NVIDIA'S TOTAL AGGREGATE LIABILITY FOR DAMAGES OF ANY NATURE, REGARDLESS OF FORM OF ACTION, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY YOU TO NVIDIA FOR THE PRODUCT UPON WHICH LIABILITY IS BASED. SOME STATES AND JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

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NVIDIA RESERVES THE RIGHT TO UNILATERALLY CHANGE ITS WARRANTIES AT ANY TIME, IN ITS SOLE DISCRETION WITHOUT PRIOR NOTICE. IF MATERIAL CHANGES ARE MADE THEY WILL BE POSTED AT WWW.NVIDIA.COM/WARRANTY. YOUR CONTINUED USE OF THE WARRANTED PRODUCT WILL SIGNIFY YOUR ACCEPTANCE OF THESE CHANGES. IF YOU DO NOT ACCEPT MATERIAL CHANGES TO THE AGREEMENT, CONTACT NVIDIA TO TERMINATE THIS AGREEMENT AND ANY CORRESPONDING ACCOUNT(S).

GOVERNING LAW AND YOUR RIGHTS

This warranty gives you specific legal rights. You may also have other rights which vary from state to state, and jurisdiction to jurisdiction. You hereby agree to all terms of this warranty in the English language. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this warranty and is strictly excluded. This warranty and all disputes that may arise from it arise out of the sale of a product in interstate commerce and shall be governed by the Federal Arbitration Act, in addition to the internal substantive laws of the State of California, without respect to its conflict of laws principles. You agree to submit to the personal jurisdiction of the federal and state courts located in Santa Clara County, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened

infringement, misappropriation or violation of a our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below.

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