

XOBYTE miniSpark™

LIMITED WARRANTY TO ORIGINAL PURCHASER

This XOBYTE brand product, as supplied and distributed by XoByte LLC. (XOBYTE) and delivered new, in the original carton to the original consumer purchaser, is warranted by XOBYTE against manufacturing defects in materials and workmanship for a limited warranty period of:

90 Days Parts and Labor

This limited warranty begins on the original date of purchase, and does not include transportation, installation, removal or reinstallation. To receive warranty service, the purchaser must contact XOBYTE for problem determination and service procedures. Warranty service can only be performed by a XOBYTE authorized service center. The original dated bill of sale must be presented upon request as proof of purchase to XOBYTE or XOBYTE's authorized service center. Transportation to and from the service center is the responsibility of the purchaser.

XOBYTE will repair or replace this product, at our option and at no charge as stipulated herein, with new or reconditioned parts during the limited warranty period specified above. The product must be returned during the warranty period with transportation charges prepaid to XOBYTE's designated service center. Prior to returning any product for warranty service, the purchaser must contact XOBYTE for problem determination and service procedures. It is the purchaser's responsibility to secure all programs and data contained in or affected by the product. XOBYTE does not warrant uninterrupted or error-free operation of the product, and shall not be liable for the loss or destruction of data or media resulting from the use or service of this product. All replaced parts and products become the property of XOBYTE and must be returned to XOBYTE. Replacement parts and products assume the remaining original warranty, or thirty (30) days, whichever is longer.

XOBYTE's obligation with respect to software products distributed by XOBYTE under the XOBYTE brand name are set forth in the applicable end user license agreement. Non-XOBYTE hardware and software products are provided on an "AS IS" basis. However, non-XOBYTE manufacturers, suppliers, or publishers may provide their own warranties.

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal, noncommercial use of this product, and, as determined by XOBYTE, shall not apply to the following, including, but not limited to: failures or problems which are caused by products or equipment not supplied by XOBYTE; accidents, misuse, abuse, neglect, misapplication, fire, water, lightning or other acts of nature; incorrect electrical line voltage, fluctuations or surges; damage caused by improper or faulty installation; improper connection with any peripheral; product alteration or modification; improper or unauthorized repair; cosmetic damage or product with altered serial numbers; failure to follow operation instructions, customer adjustments, maintenance and environmental instruction that are covered and prescribed in the instruction book; use of non-XOBYTE or unauthorized parts, supplies, consumables, accessories or equipment which damage this product or result in service problems; failures or problems due to incompatibility with other equipment.

The purchaser is cautioned that product performance is affected by system configuration, software, applications and operator control of the system, among other factors. The product is considered to be compatible with many systems, however, it is the purchaser's responsibility to determine the functional implementation. Therefore, suitability of the product for a specific purpose or application is not warranted by XOBYTE.

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Some states do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

You may arrange the exchange by:

1. Send a "Request RMA" email to returns@xobyte.com

XoByte will inspect the miniSpark and if its damage was caused by neglect, misuse or other forces outside of XoByte's control, it will be returned unrepaired through freight collect.

All products returned to XoByte for replacement must be packed in an anti-static bag and must be returned in a securely protected and packaged shipping container. The Original Serial Number must be unaltered and clearly readable on the package. Ensure that the return authorization number is displayed clearly on the outside of the package. Failure to do so will result in the shipment being refused or returned as received. Please send ONLY the miniSpark. Do not send any wires, cables, manuals, extractable cases, or anything else that would be considered valuable to your needs. RMA numbers remain active for 1 month.

XOBYTE CUSTOMER CARE CENTER
www.xobyte.com