



Warranty Policy

General

Canyon Technology BV warrants that the Canyon brand name products are free from defects at materials or workmanship under normal use during the warranty period.

Warranty Period

The warranty periods for Canyon products are:

- For all Canyon products, except listed below in this section – two (2) years;
- For gaming accessories (article codes beginning with "CNG-" – two (2) years;
- For accessories (including earphones, rechargeable battery packs, external power adapters and remote controls) – six (6) months. The same applies to accessories of above types included with or sold together with other Canyon products.

Warranty period starts on the day of product purchase from Canyon authorized Reseller. Your purchase invoice (or delivery receipt) showing the date of purchase of the product are your proof of the purchase date. Please note that the limited warranty extends only to the original end-user purchaser of Canyon product ("You" or "Your") and is not transferable or assignable to any subsequent purchaser.

Defective Parts Replacement

During the warranty period, Canyon Technology BV will repair or replace defective parts of Canyon products at the discretion of Canyon Technology BV. For service the product needs to be returned to the Reseller or place of purchase. Before returning your Canyon- MP3-player/USB-stick and hard disk for service, be sure to back up data and remove any confidential, proprietary or personal information from the memory. Canyon is not responsible for damage to or loss data.

Warranty Transfer

The warranty for a Canyon brand name product will be only applicable for the country where the product has been bought in.

Limitation of Liability

The following actions and damages are excluded from the warranty:

- Damage caused by act of nature, such as fire, flood, wind, earthquake, or lightning, etc.;
- damage or nonconformity caused by failure to provide a suitable installation or operational environment for the product, including but not limited to bad grounding, external electro-magnetic fields, direct sunlight, high humidity and vibration;
- damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
- damage caused by unauthorized repair or disassembling of the product;
- damage caused by accident, improper care or negligence;
- damage caused by any other abuse, misuse, mishandling, or misapplication;
- damage caused by third party peripherals (including but not limited when damage can be noticeable on motherboard or other electronic parts of the product as burn spots after electric discharge, melting, fusing, splitting, etc.);
- any errors caused by software incompatibilities and viruses as well as unauthorized modification of built-in software (including BIOS);
- deterioration due to normal wear and tear, including the bags, enclosures, manual, and battery pack;
- if the serial number of the product (or serial number stickers of its parts) has been modified, removed or blurred;
- cracks and scratches on LCD and plastic material as well as other defects caused by any issues on transportation, handling or customer abuse;
- any pixel defects on LCD panels which are within following limits: up to 3 bright dots and up to 3 dark dots, or up to 5 defect pixels in total.

THIS WARRANTY IS EXPRESSED IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND OF ALL OTHER OBLIGATIONS OR LIABILITIES ON CANYON'S PART, AND IT NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR CANYON ANY OTHER LIABILITIES. THE FOREGOING CONSTITUTES THE BUYER'S SOLE AND EXCLUSIVE REMEDY FOR THE FURNISHING OF DEFECTIVE OR NONCONFORMING PRODUCTS AND CANYON WILL NOT IN ANY EVENT BE LIABLE FOR COST OF SUBSTITUTE OR REPLACEMENT, COST OF FACILITIES OR SERVICE, DOWNTIME COSTS, LOSS OF PROFITS, REVENUES OR GOODWILL, RELIANCE DAMAGES, LOSS OF DATA, LOSS OF USE IF OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES BY REASON OF THE FACT THAT SUCH PRODUCTS WILL HAVE BEEN DETERMINED TO BE DEFECTIVE OR NONCONFORMING.

This Limited Warranty gives you specific legal rights. You may also have other rights under applicable national legislation governing the sale of consumer goods that may vary from country to country. Those rights are not affected by this Limited Warranty. You are advised to consult applicable state or country laws for full determination of your rights.

Additionally please note that CANYON products are not designed for any "critical applications". "Critical applications" shall mean life support systems, medical Applications, connections to implanted medical devices, commercial transportation, Nuclear facilities or systems or any other applications where product failure could Lead to injury to persons or loss of life or property damage.