

## **Warranties**

The following are copies of the Limited Warranty for the PowerStation along with those for TSS manufactured peripherals and software.

### **LIMITED HARDWARE WARRANTY AND LIABILITY FOR THE PowerStation COMPUTER SYSTEM**

Terra Soft Solutions (TSS) warrants to the original purchaser that the PowerStation hardware shall be free from material defects in material and workmanship for a period of one (1) year from the original date of purchase (the "Warranty Period"). If the product is determined to be materially defective during the Warranty Period, your sole remedy and TSS's sole and exclusive liability shall be limited to the repair or replacement of this product with a new or refurbished product at TSS's option. For purpose of this Limited Hardware Warranty and Liability, "refurbished" means a product that has been returned to its original specifications. Visit [www.terrasoftsolutions.com](http://www.terrasoftsolutions.com) or call (970) 278-9243 for instructions on how to deliver the product, freight prepaid, to an authorized service facility.

THIS WARRANTY SHALL NOT APPLY IF THIS PRODUCT (A) IS USED WITH PRODUCTS THAT ARE NOT COMPATIBLE WITH THIS PRODUCT; (B) IS USED FOR COMMERCIAL PURPOSES (INCLUDING RENTAL); (C) IS MODIFIED, OR TAMPERED WITH; (D) IS DAMAGED BY ACTS OF GOD, MISUSE, ABUSE, NEGLIGENCE, ACCIDENT, WEAR AND TEAR, UNREASONABLE USE, OR BY OTHER CAUSES UNRELATED TO DEFECTIVE MATERIALS OR WORKMANSHIP, (E) HAS HAD THE SERIAL NUMBER ALTERED, DEFACED OR REMOVED; OR (F) HAS HAD THE WARRANTY SEAL ON THE PowerStation SYSTEM ALTERED, DEFACED, OR REMOVED. THIS WARRANTY DOES NOT COVER CONSUMABLES (SUCH AS BATTERIES) OR PRODUCTS SOLD "AS IS" OR WITH ALL FAULTS. THIS WARRANTY SHALL ALSO BE VOIDABLE BY TSS IF (1) TSS REASONABLY BELIEVES THAT THE PowerStation SYSTEM HAS BEEN USED IN A MANNER THAT WOULD VIOLATE THE TERMS AND CONDITIONS OF A SEPARATE END USER LICENSE AGREEMENT FOR SYSTEM SOFTWARE; OR (2) THE PRODUCT IS USED WITH PRODUCTS NOT SOLD OR LICENSED BY TSS (INCLUDING, BUT NOT LIMITED TO, ADAPTORS AND POWER SUPPLY DEVICES). YOU ASSUME ALL RISKS AND LIABILITIES ASSOCIATED WITH USE OF THIRD PARTY PRODUCTS. A VALID PROOF OF PURCHASE IN THE FORM OF A BILL OF SALE OR RECEIPT FROM AN AUTHORIZED RETAILER WITH THE DATE OF THE ORIGINAL PURCHASE MUST BE PRESENTED TO OBTAIN WARRANTY SERVICE.

THIS WARRANTY IS PROVIDED TO YOU IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE PowerStation HARDWARE, WHICH ARE DISCLAIMED HEREUNDER. HOWEVER, IF SUCH WARRANTIES ARE REQUIRED AS A MATTER OF LAW, THEN THEY ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.

OUR SOLE AND EXCLUSIVE RECOURSE IN THE EVENT OF ANY DISSATISFACTION WITH OR DAMAGE ARISING FROM THE USE OF THE PowerStation HARDWARE AND TSS'S MAXIMUM LIABILITY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE PowerStation SYSTEM. EXCEPT AS EXPRESSLY STATED ABOVE, TSS EXCLUDES ALL LIABILITY FOR ANY LOSS OF DATA, LOSS OF PROFIT, OR ANY OTHER LOSS OR DAMAGE SUFFERED BY YOU OR ANY THIRDPARTY, WHETHER SUCH DAMAGES ARE DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL AND HOWEVER ARISING UNDER ANY THEORY OF LAW, AS A RESULT OF USING YOUR PowerStation HARDWARE. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE 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 or province to province. This warranty is valid only in the United States and Canada. The warranty offered by Terra Soft Solutions on your PowerStation hardware is the same whether or not you register your product.

This warranty does not apply to any system software that is pre-installed in the PowerStation hardware, or is subsequently provided via update or upgrade releases. Such system software is licensed to you under the terms and conditions of a separate end user license agreement at <http://www.scei.co.jp/ps3-eula/> and such software is provided pursuant to its own warranty.

### **Service policy**

You understand and acknowledge that any time TSS services your PowerStation system (either within the Warranty Period or under a separate service arrangement), it may become necessary for TSS to provide certain services to your PowerStation system to ensure it is functioning properly in accordance with TSS guidelines. Such services may include the installation of the latest software or firmware updates, or service or replacement of the PowerStation hard disk or the PowerStation system with a new or refurbished product. You acknowledge and agree that some services may change your current settings, cause a removal of cosmetic stickers or system skins, cause a loss of data or content, or cause some loss of functionality. You should back up your hard disk regularly to prevent loss or alteration of data, although some content cannot be backed up and must be reinstalled by the user. You should also remove any peripherals, non-PowerStation system components, and any content that you consider proprietary, private, or confidential before you send in your PowerStation system for service. TSS shall not be liable for damages resulting from your failure to comply with the foregoing, or any instructions provided to you by TSS. TSS reserves the right to refuse service or void the warranty of any PowerStation system that has been modified or tampered with.

Except as otherwise stated in the Limited Hardware Warranty and Liability above, you agree that (i) the services are provided "AS IS" without any express or implied warranties; and (ii) TSS shall not be liable for any direct and indirect, consequential, or special damages, including any damages that may arise from

loss of data or functionality. The foregoing limitation shall apply to the extent permitted by applicable law.

## **LIMITED WARRANTY FOR SCE MANUFACTURED PERIPHERALS**

Terra Soft Solutions (TSS) warrants to the original purchaser that this product is free from defects in material and workmanship for a period of ninety (90) days from the date of purchase. Upon a showing of proof of purchase, TSS agrees for a period of ninety (90) days to either repair or replace, at its option, the TSS product. See our how to obtain services information or call (970) 278-9243 to receive instructions to obtain repair/replacement services.

This warranty shall not be applicable and shall be void if the defect in the TSS product has arisen through abuse, unreasonable use, mistreatment, neglect, or means other than from a defect in materials or workmanship. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY NATURE SHALL BE BINDING ON OR OBLIGATE TSS. ANY IMPLIED WARRANTIES APPLICABLE TO THIS PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE NINETY (90) DAY PERIOD DESCRIBED ABOVE. IN NO EVENT WILL TSS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE TSS PRODUCT.

SOME STATES OR PROVINCES DO NOT ALLOW LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS AND SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSION 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 or from province to province. This warranty is valid only in the United States and Canada.

## **LIMITED WARRANTY FOR SCE PUBLISHED SOFTWARE**

Terra Soft Solutions (TSS) warrants to the original purchaser of this TSS product that this software is free from defects in material and workmanship for a period of ninety (90) days from the date of purchase. TSS agrees for a period of ninety (90) days to either repair or replace, at its option, the TSS product. See our how to obtain services information or call (970) 278-9243 to receive instructions to obtain repair/replacement services.

This warranty shall not be applicable and shall be void if the defect in the TSS product has arisen through abuse, unreasonable use, mistreatment or neglect. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND NO OTHER REPRESENTATIONS OR CLAIMS OF ANY NATURE SHALL BE BINDING ON OR OBLIGATE TSS. ANY IMPLIED WARRANTIES APPLICABLE TO THIS SOFTWARE PRODUCT, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE NINETY (90) DAY PERIOD DESCRIBED ABOVE. IN NO EVENT WILL TSS BE LIABLE FOR INCIDENTAL OR

**CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALFUNCTION OF THE TSS SOFTWARE PRODUCT.**

Some states do not allow limitations as to how long an implied warranty lasts and/or exclusions or limitations of consequential damages, so the above limitations and/or exclusions of liability 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.