

**VIRTUAL CONSOLE'S WARRANTY OBLIGATIONS ARE LIMITED TO THE TERMS SET FORTH BELOW.**

*Please note that Virtual Console reserves the right to update, from time to time, the warranty terms provided for new purchases of Virtual Console products, and to establish the effective date of those updated warranty terms. Please refer to **www.vconsole.com** for the current form of Warranty Statement for Virtual Console brand products.*

Virtual Console warrants to the original consumer purchaser ("you") that new Virtual Console products ("Products") will be free from defects in material and workmanship for one year "1 year" from the date of purchase. The start of the warranty period is the documented date of your purchase of the Product. The warranty herein is made to and for the benefit of the original consumer purchaser of the Product and is non-transferable. In the unlikely event that your Virtual Console product should require service during the warranty period, you should follow the instructions in the "Policies and Procedures" section to obtain warranty service.

The warranty period on replacement Products is the remainder of the warranty on the original Product or 30 days, whichever is longer.

If you discover a defect in material or workmanship during the warranty period, and Virtual Console agrees that the defect exists, Virtual Console will, at its option, repair or replace the Product at no charge to you, provided it is returned during the warranty period, with transportation charges prepaid, to the facility designated by Virtual Console. The Product must be properly packaged, with the RMA (Return Merchandize Authorization) clearly displayed on the outside of the packaging, to obtain warranty service. Virtual Console may require a proper proof of purchase documentation prior to issuing the replacement Product.

If Virtual Console elects to repair a Product, Virtual Console owns all parts removed from the repaired Product. Virtual Console uses new and reconditioned parts made by various manufacturers in conjunction with warranty repairs and replacement Products. Repair parts or replacement Products may, at Virtual Console's option, include an equal or better model or features.

To request warranty service and before returning a Product to Virtual Console, please contact the Virtual Console Service Center. Refer to <http://www.vconsole.com/client/?page=page&id=5> for your online guide to find the appropriate customer assistance. Once the Virtual Console Service Center determines that a repair is required, Virtual Console will issue an RMA number.

A copy of the receipt or a bill of sale bearing the appropriate name and location and the Virtual Console model number of the Product for which the defect has been reported may be required as a proof of purchase for warranty service.

The warranty applies only to the Products that can be identified by the original, unaltered Virtual Console trademark, trade name or logo affixed to them. Virtual Console does not warrant any product that is not manufactured by, for, or with permission from Virtual Console.

This warranty does not cover any of the following conditions:

- Abuse, unreasonable use, mistreatment, or neglect
- Unusual physical or electrical stress or power fluctuations
- Damage caused by the equipment or system with which the Product is used
- Damage caused by modification or repair not made or authorized by Virtual Console
- Products that are determined to be stolen

THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE, NON-TRANSFERABLE AND IN LIEU OF ALL OTHERS, WHETHER ORAL OR WRITTEN, EXPRESSED OR IMPLIED. VIRTUAL CONSOLE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AS TO THE PRODUCTS OR ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, BUT WITHOUT LIMITATION, VIRTUAL CONSOLE SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY OTHER WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

No Virtual Console distributor, reseller, dealer, agent or employee is authorized to make any modification, extension or addition to this warranty.

VIRTUAL CONSOLE IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND WHETHER OR NOT VIRTUAL CONSOLE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF DATA OR PROGRAMS, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE OR REPLACEMENT OF EQUIPMENT AND PROPERTY, AND ANY COSTS OF RECOVERING.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages or exclusions of implied warranties, so the above limitations or exclusions may not apply to you.

This Statement of Limited Warranty shall be exclusively interpreted in accordance with the English language with the meaning of its terms. Should a translation of this Limited Warranty deviate from the English language version, only the English language version shall apply and be binding.