

# Warranty Terms & Conditions

## What our Warranty Covers

Workstation Specialists warrants that hardware products listed on the standard product price list ("Hardware Products") and products purchased through authorized 'Workstation Specialist's' resellers will be free from material defects in materials and workmanship for a period of 36 months from date of invoice. Workstation Specialists warrant that software media will be free from material defects in materials and workmanship for a period of ninety (90) days.

This Hardware Product warranty applies to all Workstation Specialists parts, accessories, and upgrades ("Options") sold with your Workstation Specialists Hardware Product. Options purchased from Workstation Specialists direct or via a Workstation Specialists authorized reseller and added to the Hardware Product after the initial Hardware Product purchase will be free from material defects in workmanship and materials for the term of the Hardware Product Warranty. If the warranty of the Hardware Product into which the Options have been installed has expired, the Option's warranty will continue until the 36 month period has expired (from date of upgrade invoice).

## What the Workstation Specialists Limited Warranty Does Not Cover

Other than the limited software media warranty described above, Workstation Specialists does not warrant software of any kind, including bundled, pre-installed, or separately sold software packages.

The Workstation Specialists Limited Warranty is extended only to the original purchaser or original lessee of the Hardware Product and may be void in the event that the Hardware Product is transferred. Unless otherwise agreed to in writing by Workstation Specialists, warranties are valid only within the original country of purchase. Hardware Products that are installed outside the country of purchase may be eligible for warranty services if agreed in advance, in writing by Workstation Specialists. Workstation Specialists does not warrant uninterrupted or error-free operation of Hardware Products.

No warranty will apply to any Hardware Product or software media that has been (i) modified, altered or adapted without Workstation Specialist's written consent; (ii) maltreated or used in a manner other than in accordance with that Hardware Product's or software media's manual; (iii) repaired by any third party in a manner which fails to meet Workstation Specialist's quality standards; (iv) improperly installed by any party other than Workstation Specialists; (v) used with equipment or software not covered by this warranty, to the extent that problems are attributable to such use; (vi) relocated without Workstation Specialist's written consent, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.K. or other national export regulations; (viii) used by parties appearing on the most current U.K. export exclusion list; (ix) relocated to countries subject to U.K. trade embargo or restrictions; or (x) used remotely to facilitate any activities in the countries referenced in (ix), above.

Any services provided for Hardware Products or software media which are not covered by warranty will be billed on a time and materials basis.

In the event that the Workstation Specialists serial number tag on the Hardware Product has been removed or tampered with, the warranty will be void. Customer may not dismantle or subdivide any Hardware Products sold and warranted as part of a preconfigured and factory tested system. Any attempt to dismantle or subdivide such systems constitutes a modification or alteration of the Hardware Product which voids the applicable warranty.

## Term of the Workstation Specialists Limited Warranty

The term of your hardware warranty is thirty-six (36) months from date of invoice. The term of software media warranty is ninety (90) days from the date of invoice unless otherwise stated.

## What You Should Do if You Experience a Problem

Unless otherwise designated in writing by Workstation Specialists, Workstation Specialists is the only party authorized to perform warranty service on Workstation Specialists Hardware Products. Upon experiencing a problem, please contact Workstation Specialists via Workstation Specialist's Online Support Services or Telephone Technical Support Centre.

You will be asked to provide the following information when requesting warranty service: your name, address, and contact information; serial number; a description of your Hardware Product and system configuration; a description of the problem. You may be required to provide proof of purchase prior to receiving warranty service.

## What Workstation Specialists Will Do in the Event of a Problem

If a contact response time is listed for your original purchase invoice, Workstation Specialists will return your initial telephone or internet request for warranty service within the designated response time. In the event that no response time is listed for your Hardware Product, Workstation Specialists will return your initial request for warranty service within a commercially reasonable period of time.

If your original purchase invoice states an on-site warranty service and your Hardware Product and Workstation Specialists determines that an on-site visit is required in order to address the problem, Workstation Specialists will arrange for such on-site warranty service within the response times and during normal business hours.

In the event that: (i) Workstation Specialists determines that your problem can be addressed by shipping a replacement part to you for installation in your Hardware Product (a "Customer Replaceable Unit" or "CRU"), Workstation Specialists will ship a replacement part to your site ("Replacement CRU"). You are responsible for ensuring that the malfunctioning part or Hardware Product being replaced ("Malfunctioning Hardware") is returned to Workstation Specialists in accordance with all Workstation Specialists shipping or courier instructions. You agree to pay the published list price of any Replacement CRU in the event that you fail to return the corresponding Malfunctioning Hardware. Workstation Specialists may withhold shipment of your Replacement CRU until Workstation Specialists has received the Malfunctioning Hardware at a Workstation Specialists designated return centre or may require that you provide a valid credit card or purchase order number to secure the return of Malfunctioning Hardware. You are responsible for shipping costs and bear the risk of loss associated with returning your Malfunctioning Hardware to Workstation Specialists. Replacement CRU's will be of new or like-new quality. Title in all Malfunctioning Hardware shall transfer back to Workstation Specialists upon removal from your system. Replacement CRU's assume the warranty status of the Hardware Product into which they are installed and have no separate or independent warranty of any kind.

If your Hardware Product warranty is designated as "Return to Base" or "Collect and Return" on your original purchase invoice, on-site warranty service is not available for your Hardware Product. Instead, all warranty service will be provided in accordance with the Replacement CRU process described above.

It is your responsibility to back up all data on any hard drives or storage devices before returning Malfunctioning Hardware to Workstation Specialists. Workstation Specialists are not responsible for any data that is lost or damaged as part of the warranty return or repair process nor for any associated data restoration. Further, it is your responsibility to ensure that no confidential, proprietary, or personal information remains on your Malfunctioning Hardware before returning it to Workstation Specialists.

All response times detailed on your original purchase invoice are stated as an estimate only. Response time is dependent upon factors such as location, resource availability, and your availability. Please contact your Workstation Specialists sales representative or Workstation Specialists partner for details.

In the event that a firmware or software update or upgrade is required in order to address your problem, Workstation Specialists will provide you with instructions for obtaining the update or upgrade. Unless otherwise designated on your purchase invoice you are responsible for performing all necessary updates or upgrades.

Workstation Specialists may require that you return your system to the original factory-shipped hardware and software configuration before providing warranty service to you.

## What our Warranty Covers

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS WARRANTY (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONICALLY TRANSMITTED ORDERS, OR OTHER ECONOMIC ADVANTAGE), HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, BREACH OF WARRANTY OR IN TORT, INCLUDING NEGLIGENCE, AND EVEN IF THAT PARTY HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS UPON CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

YOU'RE SOLE AND EXCLUSIVE REMEDY AND WORKSTATION SPECIALISTS' ENTIRE LIABILITY FOR BREACH OF WARRANTY WILL BE: (A) THE REPAIR OR, AT WORKSTATION SPECIALISTS' OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE PURCHASE PRICE. ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT, ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS UPON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

Nothing in this Workstation Specialists Statement of Limited Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

## For More Information

For more information about our Global Warranty Support, please contact a Workstation Specialist reseller near you or visit <http://www.workstationspecialist.com/support/>