

eXtreme PC Gear Server Limited 1 Year Warranty

eXtreme PC Gear provides a 1 Year Warranty on Server Systems with a 60-Day Free 2-way Insured Ground Shipping on Repair Services.

The 1 Year eXtreme PC Gear Server Warranty provides all of our customers access to our Free Lifetime Toll-Free Tech Support Hotline.

eXtreme PC Gear warrants the replacement or repair of an eXtreme PC Gear server that is defective in material or workmanship for up to 1 Year from the date of shipment. For the first 60 days of the eXtreme PC Gear Server Warranty period, eXtreme PC Gear will cover 2-way Ground shipping for the repair or replacement of the system within the Contiguous United States.

Warranty Conditions

- The eXtreme PC Gear Server Warranty only covers the original system, software and components that were installed and purchased from eXtreme PC Gear. The eXtreme PC Gear Server Warranty does not change or extend to any or all components replaced or repaired on the system during this warranty period by any party other than eXtreme PC Gear.
- The eXtreme PC Gear Server Warranty only applies to the system and all the components installed within the system by eXtreme PC Gear. Additional peripherals or parts for use with the eXtreme PC Gear system are not covered under this Warranty.
- The eXtreme PC Gear Server Warranty does not cover data and the availability and retention of data stored on any storage medium on the system. eXtreme PC Gear may format and/or replace storage devices (at our discretion) that may or may not contain customer data as necessary in order to fulfill the obligations of the warranty. Customers are encouraged to back up data regularly.
- If a system is returned to eXtreme PC Gear for repair or replacement and is deemed to be working properly and non-defective, a \$90 diagnostic fee and any applicable shipping fees will be charged to have the system sent back to the customer.
- Upon receipt of package, any and all physical damage and/or missing parts to items or system when received must be reported within 2 days after the delivery has been made. All claims reported after this 2 day period will be denied.
- The eXtreme PC Gear Server Warranty does not cover the replacement of parts due to improper maintenance of the system and/or the components of the system. Customers should store the computer in a clean area at room temperature and should inspect the server regularly for dust buildup that may cause damage to system components.
- Any signs of abuse or intentional damage to the system will be documented and the warranty on the system or its parts will be voided. Any and all product warranties, guarantees, and RMAs are null and void if the return for credit or repair item(s) is (are) found to be physically damaged. All physically damaged items returned for credit or repair to eXtreme PC Gear will be refused and/or returned at customer's own cost.
- The eXtreme PC Gear Server Warranty does not cover system or parts damage due to extraneous events not directly related to the workmanship or material of the system including but not limited to power surges, floods, fires, etc.
- Order cancellations or refunds for Server Systems are not allowed once production has started.
- The eXtreme PC Gear Server Warranty will become null and void if the product is modified or repaired by anyone other than an eXtreme PC Gear authorized service center personnel.
- The eXtreme PC Gear Server Warranty will become null and void if the serial number or other markings placed by eXtreme PC Gear on the system is missing, defaced, or modified in any manner.
- The eXtreme PC Gear Server Warranty is valid only in the United States (excluding territories) and applies only to the original purchaser and is non-transferable. eXtreme PC Gear cannot be held liable or responsible for the shipping costs to and from any locations outside of the Contiguous United States.

To qualify for return, repair, or replacement (if applicable within the terms of the eXtreme PC Gear Server Warranty), you must visit our website at <http://www.xPCgear.com/rmaform.html> to file an RMA online. Please

see our *Server RMA Return/Repair/Replacement Instructions* and *Server Shipping Instructions* for more information.

Server RMA Return/Repair/Replacement Instructions

All returns/repairs/replacements for Servers must be pre-approved by applying for an RMA number (Return Merchandise Authorization). Please provide proof of purchase and a description of the issue. Not providing the detailed information requested will delay the RMA process. Any Server returned without applying for an RMA, will be refused and/or sent back at the customer's cost. No COD packages will be accepted. Once your request has been received and approved, you will be contacted within 3 business days with an RMA number and instructions for sending back the Server. The RMA number, once provided, is valid for 2 weeks. Customers must re-package any Server being returned as it was delivered from eXtreme PC Gear, with all components, materials and documentation intact. A pro-rated charge will be assessed for items that are returned incomplete or with non-resalable parts (i.e. missing cables and/or accessories). The returned Server must be packaged properly (Please see Server Shipping Instructions). All returned items will be inspected for physical damage. Any and all product warranties, guarantees, and RMAs are null and void if the returned item(s) is (are) found to be physically damaged, abused, scratched, mishandled, mislabeled, modified, or altered in any way and will be refused and/or returned at the customer's own cost. eXtreme PC Gear recommends UPS, FedEx or any other shipping company that is capable of providing tracking and insurance.

eXtreme PC Gear cannot be held liable or responsible for freight fees when customers ship products back for credit or repair after the warranty period. eXtreme PC Gear cannot be held liable or responsible for the shipping costs to and from outside of the Contiguous 48 States.

Repair Service

If required, eXtreme PC Gear will provide repair or exchange service depending on the warranty service specified for customer's machine as described below. Scheduling of service will depend upon the time of RMA issue date and is subject to parts availability. Service response time objectives are not guaranteed. Proof of purchase and RMA number must be provided before Repair Service is performed. RMA and services are rendered by eXtreme PC Gear only. eXtreme PC Gear provides free ground shipping for returning and sending back your product within first 60 days of the shipping date. Within 1 Year eXtreme PC Gear Server Warranty period, eXtreme PC Gear provides free ground shipping for returning products to customer after the first 60 days. In the event that a system is returned to eXtreme PC Gear for repair or replacement and is deemed to be working properly and non-defective, a 90 dollar diagnostic fee and any applicable shipping fees will be charged to have the system sent back to the customer.

When cross-shipping defective parts is requested and applicable within the warranty period, eXtreme PC Gear will charge a deposit guarantee to the customer's credit card when the Cross-Ship RMA replacement is shipped via FedEx / UPS. Customer will have to ship the defective part(s) back to eXtreme PC Gear within 15 days to receive a credit of the Cross-Ship RMA Order. If the defective part(s) are shipped back to eXtreme PC Gear after 15 days, a minimum 15% surcharge for the cost of the item will be charged.

Once we have received and processed the returned item(s), a repair or replacement if applicable will be shipped within 1 to 4 weeks via UPS / FedEx. If the customer requests a refund (when applicable), we will notify customer via Email of refund once we have received and processed the returned item(s). If the customer requests a refund (when applicable), all shipping costs are non-refundable (eXtreme PC Gear cannot be held responsible for shipping costs to send a non-defective item back to eXtreme PC Gear). Please allow up to 2 billing cycles for credit to be posted to your account.

Server Shipping Instructions

Customers must re-package any Server being returned for repair or credit as it was delivered from us, with all components, materials and documentation intact. A pro-rated charge will be assessed for items that are returned incomplete or with non-resalable parts (i.e. missing cables and/or accessories). Customers must ship the returning items with the original invoice or other proof of purchase, including a letter detailing the problem(s) with the item(s), your name, address, phone number, and the RMA number obtained to:

eXtreme PC Gear Customer Service Center
RMA # _____
43921 Boscell Road
Fremont, CA 94538

eXtreme PC Gear recommends shipping back the product in the original box and packing materials. eXtreme PC Gear cannot be held liable or responsible for freight fees or damage when customers ship products back for repair or credit. It is recommended that customers insure all packages sent to eXtreme PC Gear for repair

or credit in case of damage. If the original box and materials are no longer available, please use the following packing guidelines:

- The shipping box should maintain its integrity while holding the weight of 50–70 lbs.
- There should be a minimum of 2 inches of space on all six sides of the server when packaged inside the shipping box.
- The 2 inches of space shall be fitted with BLOCK FOAM material. Make sure the material will absorb an impact if dropped.
- We do not recommend foam popcorn/peanuts, newspaper, pieces of cardboard, blankets etc. These materials tend to shift in the box and allow the server to move and make contact with the sides of the box.
- Use heavy-duty 3 inch width packing tape rated at 60 lbs. to seal the package. Do not use masking tape - the shipping company will not accept the package.

eXtreme PC Gear recommends UPS, FedEx or any other shipping company that capable of providing tracking and insurance.

Physical Damage

All returned items will be inspected for physical damage. Any and all product warranties, guarantees, and RMAs are null and void if returned item(s) is (are) found to be physically damaged. All physically damaged items returned to eXtreme PC Gear will be refused and/or returned at customer's own cost. eXtreme PC Gear will not be liable or responsible for freight fees and/or shipping damage, so please pack your returning items in the original box (strongly recommended) or a well-protected box as outlined in the *Server Shipping Instructions*. It is recommended that customers insure all packages sent to eXtreme PC Gear for repair or credit in case of damage.

If the customer's returned product is damaged in shipping and/or due to improper packaging when being sent back to eXtreme PC Gear, customer must instruct eXtreme PC Gear to return the item(s) within 7 days and provide payment of shipping costs to send item back. Servers left beyond 7 days will be subject to a storage fee of \$15 per day. Any item(s) left beyond one year shall be discarded at eXtreme PC Gear's sole discretion.

eXtreme PC Gear recommends UPS, FedEx or any other shipping company that capable of providing tracking and insurance.

eXtreme PC Gear does not accept liability beyond the remedies set forth in this eXtreme PC Gear Server Warranty statement or liability for incidental or consequential damages, including without limitation, any liability for products not being available for use or for lost data/software.

In no event shall eXtreme PC Gear be liable for indirect, special, or consequential damages such as loss of profits or business opportunities, and in no event shall eXtreme PC Gear's liability exceed the purchase price.

eXtreme PC Gear expressly disclaims all warranties of any kind (other than the expressed warranty states herein) whether expressed or implied, including, without limitation, any implied warranty or merchantability or fitness for a particular purpose.

eXtreme PC Gear reserves the right to modify the above terms and conditions at anytime without any further notice.