

CGS TECHNOLOGY LIMITED WARRANTY INFORMATION

3 YEAR SYSTEM WARRANTY

Limited Warranty

CGS Technology ("CGS") warrants all parts and labor in its computer system, ("System") to the original purchaser ("Customer"), against defects in material and workmanship for a period of TWO (2) years from date of the original CGS invoice under normal use and service. The THIRD (3rd) year of warranty covers labor and support fees only. A CGS Computer System ("System") is defined as a Computer System manufactured by CGS, which is fully configured and bootable. The following components are covered for two (2) years: all internal components of the System, including keyboard and mouse. Monitors will be warranted by CGS for the first thirty (30) days, and will be provided by the original manufacturer for the remaining manufacturer warranty period, requiring shipment to the manufacturer. CGS excludes all other external components and Special order items from its warranty.

This warranty does not cover damages resulting from alterations, assembly, negligence, accidents, misuse, abuse, improper power source, problems with electrical power; improper operating environment, or repairs and services rendered by anyone other than a service representative authorized by CGS, or the manufacturer of the respective merchandise, or perils such as war, fire, theft, water or vandalism, usage not in accordance with merchandise not supplied by CGS. Further, in seeking coverage under this warranty, you represent that all merchandise is genuine and unaltered. Before you seek warranty service, you will insure that the merchandise in question is free from any legal obligations and restrictions that prevent warranty service.

This warranty is valid only within the United States and applies only to merchandise which is new and in original packaging which is unopened on the date of purchase. This warranty shall be governed exclusively by the laws of the State of Ohio, exclusive of its choice of laws provision, and exclusive of any affect to the statutory rights of non-commercial consumers.

Warranty Services

All warranty services may be performed by CGS and its authorized technicians only. CGS shall not be responsible for and will not honor any warranty claims resulting from any other services rendered to a CGS System. At the sole discretion of CGS, a System or its components may be repaired, replaced or substituted. CGS will repair, replace, or substitute, with equal or higher level product, the defective products, at CGS's sole discretion, when performing warranty service within the first two (2) years. CGS uses new and reconditioned parts made by various manufacturers in performing warranty service, at its sole discretion, in accordance with industry-standard practices. If CGS repairs or replaces a product, its warranty term is not extended thereby. After the second (2nd) year, any defective products will not be replaced under these limited warranty terms. It will be the Customer's responsibility to purchase any parts needed to affect the repair of the system. A Customer's sole and exclusive remedy for claims under this warranty is through this warranty service. CGS will make every commercially reasonable effort to perform warranty service within fourteen (14) days after it receives a CGS System for warranty service.

The Customer is responsible for any and all shipping charges required to deliver the product to CGS, as well as any and all shipping charges required to deliver the product from CGS back to the Customer.

To acquire warranty service, a Customer must first comply with CGS's RMA Policy, which was provided at the time of delivery of CGS merchandise, and is incorporated herein by reference. All risks of loss, including due to improper labeling or delivery, are solely the responsibility of the customer.

Return Privilege

To exercise this privilege, a Customer must comply with CGS's RMA Policy, and is incorporated herein by reference. All risks of loss including improper labeling or delivery are solely the responsibility of the customer. Merchandise may only be returned for credit or refund no later than fifteen (15) days from the date of the original CGS invoice. Any CGS System return(s) must be accompanied by an RMA Number. All manufacturer's warranty cards, where applicable, and manuals must be left blank and returned with the system. Customers should leave the warranty cards, where applicable, blank until after thirty (30) days.

After fifteen (15) days from the date of the original CGS invoice, and before thirty (30) days from the date of the original CGS invoice, a CGS System may be returned under the same conditions as described in the above paragraphs, but shall be, subject to a minimum of twenty percent (20%) restocking and handling charge.

After thirty (30) days from the date of the original CGS invoice, a CGS System may only be replaced or repaired by CGS. No return privilege, for either credit or refund, shall be given for a CGS System.

All expendable items, software, taxes and shipping costs are not returnable or refundable.

Non-payment for merchandise may result in further limitations or restrictions, including complete suspension of any warranty, at CGS's sole discretion, without further notice.

Special order items, including all printers, scanners and other peripherals and notebook computers, may not be returned for credit or exchange. All warranty returns must go through the Manufacturer, not CGS.

Claims and Damages

ALL MERCHANDISE AND PACKAGES ARE INSPECTED BEFORE SHIPMENT. CLAIMS FOR DAMAGED GOODS OR INCOMPLETE SHIPMENTS MUST BE FILED WITH THE CARRIER IMMEDIATELY BY THE CUSTOMER. THE CARRIER IS RESPONSIBLE FOR INCOMPLETE SHIPMENTS OR DAMAGED INCURRED DURING SHIPMENT.

Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THE CGS COMPUTER SYSTEM, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF THE SYSTEM IS NOT IN GOOD WORKING ORDER AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. IN NO EVENT WILL CGS BE LIABLE TO A CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE MERCHANDISE. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND INCLUDING ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FOR BREACH OF CONTRACT, TORT, OR OTHERWISE, OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH SYSTEM, EVEN IF CGS OR AN AUTHORIZED CGS REPRESENTATIVE OR DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.