

## **CGS TECHNOLOGY LIMITED WARRANTY INFORMATION PARTS ORDER ONLY**

### **Limited Warranty**

All computer components and parts ("Merchandise") sold through CGS Technology ("CGS"), with the exception of central processing units, hard drives, and monitors, are covered by a one (1)-year manufacturer's warranty on both parts and labor, from the date of the original CGS invoice ("Original Invoice"), to the original purchaser, under normal use and service. The responsibility of CGS is limited to what is described in the Return Privilege section below. CGS disclaims any and all warranties, implied or expressed, other than the warranty of the manufacturer of the respective merchandise. Central processing units, monitors, and tape drives are covered by a thirty (30)-day parts warranty, from the date of the original invoice, to the original purchaser, under normal use and service. After the thirty (30)-day period, all warranty returns must be made directly with the manufacturer. Hard Drives are covered by a fifteen (15)-day parts warranty, from the date of the original invoice, to the original purchaser, under normal use and service. After the fifteen (15)-day period, all warranty returns must be made directly with the manufacturer. 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's product instructions, failure to perform required preventative maintenance, and problems caused by use of 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 said warranty service. This warranty is valid only within the United States and applies only to merchandise which is new and in original packaging which was 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 law provisions, and exclusive of any affect to the statutory rights of non-commercial consumers.

### **Warranty Services**

All warranty services are performed by the original merchandise manufacturer. CGS shall not be responsible for and will not honor any warranty claims resulting from any other services rendered to the merchandise. CGS shall only provide the services as described in the section titled "Return Privilege" below.

### **Return Privilege**

To exercise this privilege, the 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 and must be accompanied by an RMA number. Customers should leave all manufacturer's warranty cards, where applicable, blank until after thirty (30) days.

After fifteen (15) days from the date of the original invoice, and before thirty (30) days from the date of the original invoice, merchandise 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 invoice, the merchandise may only be replaced or repaired by the original manufacturer. No CGS return privilege, for either credit or refund, shall be given to such merchandise by CGS.

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 exchange or warranty repair. All warranty returns for Special order items 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 DAMAGES INCURRED DURING SHIPMENT

### **Disclaimer**

EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THE MERCHANDISE, 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 MERCHANDISE 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 MERCHANDISE, 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 ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.