

Transource Warranty & Support Agreement

I. Warranty Coverage:

Transource Computers warrants that each Transource branded computer product that you purchase is free from defects in materials and workmanship under normal use and service for a period of three (3) years for desktops / workstations and one (1) year for notebooks; or as specified in your purchase agreement from the original date of purchase, unless stated otherwise by Transource.

This warranty applies only to computer products and covers only defects arising from normal use and does not cover malfunctions or failures resulting from misuse, abuse, neglect, modification, accidents, unsuitable physical or operating environments, natural disasters, power surges, or unauthorized service and repair.

This limited warranty coverage includes the following; motherboard, power supply, case, integrated display, floppy drives, optical drives, hard drives, memory, batteries*, keyboard, mouse, and standard components **SOLD** by Transource.

* Batteries for notebooks and other rechargeable devices are covered for a period of one (1) year from malfunctions and defects in workmanship resulting in failure. Decreases in maximum charge capacity of batteries occur naturally with time or use and is not covered under this warranty.

REPAIR REPLACEMENT IS PROVIDED UNDER THIS WARRANTY AS THE EXCLUSIVE REMEDY OF THE BUYER. THIS LIMITED WARRANTY AND REMEDY IS EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED. INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY AND/OR FITNESS FOR PARTICULAR USE OR PURPOSE TRANSOURCE COMPUTERS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, COLLATERAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE OR SALE OF THIS PRODUCT NOR BREACH OF ANY IMPLIED OR EXPRESS WARRANTY ON THIS PRODUCT EXCEPT WHERE PROHIBITED BY LAW.

Third Party Manufacturer Warranties: For all third party hardware and equipment failures beyond the scope of Transource support services, Transource will provide a single point of contact between the customer and third party manufacturer until said problem(s) have been reported and escalated to the third party manufacturer support. Once the manufacturer is engaged, Transource will monitor the resolution process and obtain status and plans from the

third party manufacturer, until the problem has been resolved or steps are provided towards a resolution, such as: a workaround, configuration changes, or product replacement.

Transource is not responsible for a third party manufacturers' speed of response or inability to solve a particular customer problem.

Customer Responsibilities Prior to Warranty Service:

- a. Follow the service request procedures as specified by Transource Support.
- b. Backup or secure all programs and data contained in the product.
- c. Remove all features, parts, options, alterations, and attachments not under warranty service.
- d. Ensure that the computer product or device is free of any legal obligations or restrictions that prevent its replacement.
- e. Obtain authorization from the product owner to have Transource Support service the device.
- f. Provide Transource with all relevant system keys or passwords required to perform service.
- g. Ensure that all information about identified or identifiable individual's personal data is concealed or deleted from that product, or that any personal data not deleted from the computer product is in compliance with all applicable laws.

Warranty Service does not cover the following:

- a. Any damage to or defect in the computer product that is cosmetic only or otherwise does not affect computer device functionality.
- b. Uninterrupted or error-free operation of a product.
- c. Loss of, or damage to, your data.
- d. Damage resulting from incorrect or inadequate installation, maintenance or repair by the customer or third party (non-authorized service provider) on behalf of the customer.
- e. Any computer product that is damaged from an external source, intentional or not.
- f. Any software programs, either provided with or installed subsequently on the product.
- g. Any recovery or transfer of data stored on the computer device. The customer is solely responsible for all data stored on the computer device and Transource is not liable for any loss of said data.
- h. "Dead Pixel" Policy - during the LCD manufacturing process, it is possible for one or more pixels to be fixed in an unchanging state. The visible result is a tiny fixed pixel that appears

extremely bright or dark. This Limited Warranty requires a display to have 6+ dead pixels to qualify for replacement during the Limited Warranty Period.

II. Warranty Support Procedures:

When you contact Transource Support, you must follow the problem determination and resolution procedures specified below. Transource certified technicians will attempt to diagnose and resolve your problem over the telephone, e-mail or through remote assistance. This may include directives to download and install designated software updates.

If your problem cannot be resolved over the telephone, remotely, or through your application of software updates, Transource will then arrange for repair services to be provided for your product as applicable to your warranty.

If Transource Support determines that it is unable to repair your product, Transource will replace it with one of equal or greater functionality.

To Obtain Warranty Service / Repair:

- 1. Contact Technical Support:** Transource Computers will provide certified technical assistance via telephone or email support for a period of one (1) year for notebooks and three (3) years for desktops / workstations, or as specified on your purchase agreement; to all customers residing in the contiguous United States ("CONUS") and outside of the contiguous United States ("OCONUS"), by contacting us via phone or email at:
 - **Toll-Free:** 1-800-486-3715 – opt. 6
 - **Local:** 623-879-8882 – opt. 6
 - **Email:** support@transource.com
- 2. Product Services / Repair:** If a resolution to the problem cannot be made via Technical Support, an RMA number will be issued and the defective product(s) shall be shipped at the customer's expense, or per your account's contract, to Transource Support at:

Transource Computers

2405 West Utopia Road,

Support Department

Attn: RMA# << Insert applicable RMA # here >>

Phoenix, AZ 85027 USA

Transource Support shall diagnose and repair / replace your covered hardware and components to operational condition as necessary. Turn-around times depend on the scope of repair/maintenance needed, however will usually occur within a 1-3 weeks time frame. To check on the status of an RMA, please contact the Support Department at 1-800-486-3715 ext. 6, or email your inquiry to: support@transource.com.

Once the product has been returned to operational condition, Transource will return the repaired product(s) to its originating location. Return shipping and handling fees will be covered by Transource upon completion of said services.

Non-Warranty Repairs and Maintenance: Repair and maintenance services are available for all Transource computers and are performed in-house at an hourly rate of \$55.00 per hour. Periods of less than one hour will be prorated to the nearest quarter hour. Turn-around times depend on the scope of repair / maintenance needed, however will usually occur within a two-week time frame. Equipment parts will be provided on a repair/replace basis and all equipment costs will be added to service invoicing. Please contact Transource Support with details on the work needed for service estimates.

3. 24 x 7 Comprehensive Online Support:

Transource also offers comprehensive online assistance, which can be found at:

www.transource.com/support.

Common support questions can be answered using Transource's online support resources, including:

- a. Information regarding your individual system, accessed by entering your system serial number into our website at: www.transource.com/support.
- b. Access to the same reference materials used by Transource technicians, including; problem-diagnosis tools, troubleshooting information and other system resources.
- c. Updated drivers, utilities and system notification can be downloaded via the www.transource.com/support web site.
- d. Discussion group with Transource technical professionals.
- e. Online service request and response system.
- f. Remote network diagnostics and repair (optional), allowing Transource certified technicians to log on to remote PC(s) and run diagnostics of hardware related problems.

III. Optional Coverage & Support:

1. CompleteCoverage:

Transource's CompleteCoverage is an accidental damage protection service that provides easy and flexible repair / replacement for the most common sources of damage that can occur to select Transource systems and peripherals. With CompleteCoverage, your system is protected from damage that is not covered under our limited warranty, such as spills, drops, surges and breakages.

Our service helps to save you time, money and resources in the event of these unplanned incidences. It also provides investment protection for systems and peripherals exposed to high-risk, multi-user, high mobility, and other harsh environments.

Repair and Replacement:

During the term of this agreement and subject to the limitations in this agreement, we will repair or replace the computer device as necessary to correct any damage to the device which occurs during the usual and customary usage of the computer device because:

- a. An electrical surge damages the computer device's internal circuitry, or
- b. You accidentally drop the computer device or the computer device is otherwise accidentally damaged from handling, spills, or drops.
- c. LCD cracks or shatters due to extreme temperatures. Please note: the LCD panel replacement will be limited to one (1) per year.

If we repair your computer device, you understand and agree that we may replace original parts with fully functional new or used parts from the original or an equivalent manufacturer.

If we decide that it is necessary to replace the entire computer device rather than repair it, you will receive a system equal to or better than your original purchase, as determined by Transource in our sole and reasonable discretion.

CompleteCoverage does not cover and we are not obligated to repair or replace:

- a. Any damage to or defect in the computer product that is cosmetic only or otherwise does not affect computer device functionality.
- b. Any computer device that is lost or stolen. To receive repair or replacement of a computer, you must return the damaged computer device to us in its entirety.
- c. Loss of, or damage to, your data.

- d. Damage resulting from result incorrect or inadequate installation, maintenance or repair by the customer or third party (non-authorized service provider) on behalf of the customer.
- e. Any computer device that is damaged by fire from an external source or that is intentionally damaged. If we find evidence of intentional damage, we're not obligated to repair or replace the device.
- f. Any recovery or transfer of data stored on the computer device. The customer is solely responsible for all data stored on the computer device and Transource is not liable for any loss of said data.
- g. Except as specifically provided herein, any other damages that do not arise from defects in materials or workmanship or ordinary and customary usage of computers.

2. **Keep Your Hard Drive:**

Transource's Keep Your Hard Drive program allows for the retention of failed hard drives when receiving replacement hard drives, while under warranty. The Keep Your Hard Drive program works concurrently with your system's warranty and must be purchased with your system or prior to any hard drive failures of said system. Third party hard drives purchased and installed after your system's initial purchase are not covered by this agreement.

For Hard Drive Support, please follow the standard warranty procedures, as described in section II, Warranty Support Procedures, of this document. If a certified Transource Support technician determines that the hard drive failure is covered under this warranty, a replacement hard drive will be shipped to the customer, pursuant of this agreement.

Keep Your Hard Drive does not cover:

- a. Data destruction or data wipes.
- b. Asset recovery, disposal or recycling.
- c. Retention of hard drives that are subject to product recall due to health and safety risks.
- d. Replacement of faulty hard drives materially in excess of the standard failure rates for the system involved.
- e. Support for failed/retained hard drives. Support continues solely on the replacement hard drive pursuant to the applicable service agreement.
- f. Any activities not expressly stated in this agreement.