

# **COMPUTER WARRANTY**

## PRODUCT ELIGIBILITY, COVERAGE AND TERM

**E Logix IT** warrants the **HARDWARE ONLY** listed on this invoice for a period of **1 Year** from the date customer assumes delivery of the system. E Logix IT guarantees the equipment and it's components (except for batteries) will be free from any material defect in material or workmanship. BATTERIES THAT ACCOMPANY A COMPUTER ARE SOLD "AS IS" WITHOUT WARRANTY, EXPRESSED, WRITTEN OR IMPLIED. If the equipment fails because of a defect in material or workmanship and you notify **E Logix IT** of the failure within the warranty period, **E Logix IT** will repair the equipment at no cost to you. If the equipment cannot be repaired in a cost-effective manner, as determined by **E Logix IT**, then **E Logix IT** will replace the equipment with a substantially comparable item of equipment. If no comparable equipment is available, **E Logix IT** will refund the full purchase price of the damaged equipment. If you refuse **E Logix IT** offer to repair or replace the equipment, you assume full responsibly of the damaged equipment and take the necessary steps to remedy the needed repairs to your system. In order for this warranty to apply, you must contact **E Logix IT** within the warranty period. **E Logix IT** will ask that you return the equipment to us before the warranty period expires.

#### EXCLUSIONS

This Warranty <u>does not</u> cover any loss or damage resulting from: pre-existing conditions (conditions that within all reasonable mechanical probability relates to the mechanical fitness of your covered merchandise prior to contract issuance); unadvised or improper installation of components or peripherals by the customer; unauthorized repairs or modifications; improper use of electrical/power supply; loss of power; dropped product; collision with another object; any result of a malfunction or damage of an operating part from failure to provide manufacturer's recommended maintenance; transportation damage; damage to cabinetry; attachments; theft, abuse, misuse, neglect, vandalism, animal or insect damage, or environmental conditions (fire, floods, corrosion, sand, dirt, windstorm, hail, earthquake, or exposure to weather conditions); software and software related problems; losses on any component(s) never covered by a manufacturer's warranty; reception and transmission problems resulting from external causes.

Other exclusions include but are not limited to: any repair covered by a manufacturer's warranty; recall or rework, regardless of the manufacturer's ability to pay for such repairs; covered products with removed or altered serial numbers; consumables such as bulbs, filters, batteries, toner, ribbons, drums, developer, or ink cartridges; removal and reinstallation of an internal component not performed by a factory authorized service center; cosmetic or structural items; cables, cords, wiring, and connectors; component(s) never covered by a manufacturer's warranty; damage, warping or rusting of any kind in the housing, case or frame of the covered product or any non-operating part, including plastic or decorative parts; loss of data or for loss of use during the period the covered product is at a repair facility or otherwise awaiting parts; any costs associated with repairs or maintenance resulting from the product's inability to correctly recognize, distinguish, interpret or accept dates in the Year 2000 and beyond.

## YOU ARE RESPONSIBLE FOR BACKING UP ALL SOFTWARE AND/OR PERSONAL DATA PRIOR TO

**COMMENCEMENT OF ANY REPAIR.** This Plan does not cover restoration of software to your covered product. If your covered product experiences a defect or damage that is excluded from coverage under this section or in the event that no covered defect or damage is found, then you are responsible for all repair costs and the cost of on-site service by **E Logix IT**, it's employees, agents, or subcontractors.

### **DISCLAIMER OF CERTAIN LIABILITIES**

Under no circumstances shall **E Logix IT**, or the insurer be liable for indirect, consequential, or incidental damages (including damages for lost profits, business interruption, loss of data, and the like), even if any party has been advised of the possibility of such damages. This Plan will not cover any defects that are subject to the manufacturer's program of reimbursement.

This warranty is the sole and exclusive remedy that you have with **E Logix IT**. This exclusive remedy will not have failed its essential purpose as long as **E Logix IT** is willing and able to repair or replace the defective parts or refund the purchase price. **E Logix IT** maximum liability for a breach of this warranty is the purchase price of the equipment.

This is your sole remedy and is in lieu of any other warranty, express, written or implied. **E Logix IT** expressly disclaims any warranty of merchantability or fitness for a particular purpose. E Logix IT is not liable for any lost profit, or indirect, special or consequential damages arising out of any breach of this warranty.

If you return equipment that you do not want or if you refuse our repair or replacement policy as described in this warranty, you will be charged and must pay a restocking fee of 15% of your purchase price of the equipment. A Computer Maintenance Program is offered for purchase for your system to maintain Operating System, Antivirus, MS Office, Spyware etc Updates; Data Backup, Defragmenting of Hard Drive, System Optimization.

### Ask sales representative for further details.

\*\*\*\*\* We recommend that you connect a computer to a surge protector that is rated for electronic devices in order to help protect it from lightning strikes and power surges. \*\*\*\*\*

### CONTACT THE FOLLOWING FOR ANY QUESTION CONCERNING WARRANTY INFORMATION.

## Phone: 704-644-1465 Email: info@elogix-it.com Mail: 2838 Queen City Dr Suite C Charlotte, NC 282

Customer Signature: