

BIMBOX Warranty:

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This warranty offer precedes any conflicting warranty terms listed in purchase orders, verbal agreements, or other warranty information set forth by BIMBOX. This warranty constitutes an offer or counter-offer subject only to the terms and conditions set forth herein. In addition, this warranty is conditional upon the buyer's agreement to the terms and conditions described within this warranty whether in writing or by conduct.

Conduct includes product retention, use, acceptance of, or payment for BIMBOX products or services and constitutes acceptance through conduct. If this warranty is not acceptable to the buyer, the buyer should contact their BIMBOX sales representative immediately.

General Information

BIMBOX offers Buyers of the Stryker Desktops, Osprey Desktops, and all Laptops a three-year warranty as described in this Agreement. The term "Buyer" includes individuals, businesses, third-party vendors, or organizations that render payment for any Product. This warranty offered by this Agreement extends only to Buyer and is not transferable to anyone who subsequently purchases, leases, or otherwise obtains Product from Buyer. This warranty does not cover software or non-BIMBOX branded products. During the three-year term, this warranty covers parts, telephone support, and return shipping costs as outlined in the warranty.

Warranty Terms

BIMBOX warrants its manufactured Products against hardware defects and workmanship for the applicable Warranty Term. BIMBOX warrants its Stryker and Osprey Desktops, and all Laptops for a term of three years, beginning on the date of shipment as described in this Agreement.

This warranty does not cover and BIMBOX is not responsible for, including but not limited to, the following: a) delivery or installation, or labor charges for installation or setup of the Product, adjustment of customer controls on the Product, and installation or repair of antenna systems outside of the Product; b) damages caused by misuse, abuse, accidents, fire, theft, natural disasters, disappearance, misplacement, fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware, reckless, willful, or intentional conduct; c) damages caused by servicing not authorized by BIMBOX; d) damages caused by usage that is not in accordance with Product instructions or user manuals; e) damages caused by failure to follow the Product instructions or user manuals or failure to perform cleaning or preventive maintenance; f) damages caused by the combination of BIMBOX branded Products with other non-BIMBOX branded products, accessories, parts or components or use of products, equipment, systems, utilities, services, parts supplies, accessories, applications, installations, repairs, external wiring or

connectors not supplied or authorized by BIMBOX which damage the Product or result in service problems; g) uninterrupted or error-free operation of the Product; h) software, including the operating system and software added to Product through our factory-integration system, third-party software, or the reloading of software; i) any equipment or components that were not included in Product as originally sold to Buyer; j) normal wear and tear; k) minor imperfections that meet design specifications; l) cosmetic damage or exterior finish that does not affect functionality; m) Products where the BIMBOX serial number is missing, altered or defaced; n) external speakers, keyboards and mice; o) damage caused as a result of improper transportation or packing/ packaging when returning the Product to BIMBOX or a BIMBOX authorized service provider; p) a Product that requires modification or adaptation to enable it to operate in any country other than the country for which it was designed, manufactured, approved and/or authorized, or repair of Products damaged by these modifications; q) shipping damage (other than the original shipment) due to improper packing.

BIMBOX Warranty Coverage

As stated previously, warranty coverage becomes effective on the shipping date. BIMBOX will repair or replace Products returned to the BIMBOX facility covered under this warranty. To request warranty service, the Buyer must contact BIMBOX Technical Support within the warranty period to determine the appropriate actions. If service is required, BIMBOX Technical Support will issue Buyer a Return Material Authorization Number (RMA) and a shipping label. The buyer must ship the Products to BIMBOX in their original packing. If the original packaging is unavailable, BIMBOX will supply the Buyer with the appropriate shipping container upon request for a nominal cost. Any time you ship a computer to us, you MUST pack the computer properly BIMBOX is not responsible for damage caused by improper packing.

NOTE: IT IS BUYER'S RESPONSIBILITY TO BACK UP THE CONTENTS OF BUYER'S HARD DRIVE BEFORE SERVICES ARE PERFORMED AND TO REMOVE ANY SENSITIVE, CONFIDENTIAL OR OTHER DATA FROM PARTS OR PRODUCTS RETURNED TO BIMBOX, INCLUDING ANY DATA BUYER HAS STORED OR SOFTWARE BUYER HAS INSTALLED ON THE HARD DRIVE. The contents of the hard drive may be lost or reformatted in the course of service. BIMBOX does not accept liability for lost data or software. The buyer accepts full responsibility for all software and data stored on Products returned to BIMBOX. BIMBOX is not required to advise or remind the Buyer of appropriate backup procedures. BUYERS ALSO will create a local user and share the password with the BIMBOX support team to gain access to the system. If they do not, Support may complete a clean install of the Microsoft operating system for troubleshooting.

General Provisions

This Warranty Agreement applies to all desktop and laptop Products, regardless of Buyer's location, and may be enforced in any country or region where BIMBOX or its authorized

service providers offer warranty service for the same Product model number subject to the terms and conditions outlined in this Warranty Agreement.

THIS WARRANTY AGREEMENT GIVES BUYER SPECIFIC LEGAL RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). BIMBOX'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS AGREEMENT. ALL WARRANTIES FOR THE PRODUCT ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES WILL APPLY AFTER SUCH PERIOD. EXCEPT AS OTHERWISE PROVIDED HEREIN OR UNDER APPLICABLE LAW, ALL PRODUCTS ARE PROVIDED "AS IS" AND WITH ALL FAULTS, AND BIMBOX HEREBY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE AND NON-INFRINGEMENT, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW TIME LIMITATIONS ON WARRANTIES. THUS, THE PRECEDING LIMITATION MAY NOT APPLY TO BUYER. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW. BIMBOX DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS AGREEMENT OR LIABILITY FOR INCIDENTAL, SPECIAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, INTERRUPTION OF BUSINESS, INTERRUPTION OF COMMUNICATION SERVICE, FOR LOST DATA, LOST SOFTWARE, LOST PROFITS, OR LOSSES ARISING FROM EVENTS BEYOND BIMBOX'S CONTROL (SUCH AS ACTS OF GOD, VIRUSES, PROPERTY DAMAGE BY BUYER OR THIRD-PARTY), OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ANY CASE, BIMBOX'S LIABILITY TO BUYER WILL NOT EXCEED THE PRICE BUYER PAID FOR PRODUCT.

SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRECEDING EXCLUSION OR LIMITATION MAY NOT APPLY TO BUYER. HOWEVER, THE ABOVE LIMITATIONS SHALL BE ENFORCED, OR REFORMED IF NECESSARY, TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW. IN ADDITION, IF THE GOVERNING JURISDICTION DOES NOT ALLOW ANY LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, BUYER AGREES THAT BIMBOX'S LIABILITY TO BUYER WILL NOT EXCEED THE PRICE BUYER PAID FOR PRODUCT.

If any provision contained in this Agreement is for any reason held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision of this Agreement. This Agreement will be construed as if such invalid, illegal or unenforceable provision had never been included unless the invalidity of any such provision substantially deprives either party of the practical benefits intended to be conferred by this Agreement. Notwithstanding the foregoing, any provision of this Agreement held invalid, illegal or unenforceable only in part or degree will remain in full

force and effect to the extent not held invalid or unenforceable, and the determination that any provision of this Agreement is invalid, illegal or unenforceable as applied to particular circumstances will not affect the application of such provision to circumstances other than those as to which it is held invalid, illegal or unenforceable.

Neither BIMBOX nor its affiliates assume any responsibility for inaccuracies, errors, or omissions that may be contained herein. Neither BIMBOX nor its affiliates will be held liable for direct, indirect, special, punitive, incidental, or consequential damages resulting from document defects or information omission within this document, even if advised of the possibility of such damages.

BIMBOX reserves the right to make improvements or changes to this document and the Products and services described at any time without notice or obligation.

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Contact Us

If you have any questions about this warranty, please contact us:

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