

SENECA DATA LIMITED WARRANTY

- 1. LIMITED WARRANTY.** SENECA DATA DISTRIBUTORS, INC. ("SENECA DATA") WARRANTS THAT THE PRODUCTS IT MANUFACTURES (THE "PRODUCTS") PURCHASED BY YOU (THE "PURCHASER") SHALL BE FREE FROM DEFECTS IN MATERIALS AND WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH THE NORMAL AND CUSTOMARY USE OF THE PRODUCTS (AS SUCH PRODUCTS ARE INTENDED BY SENECA DATA TO BE USED AND IN GENERAL ARE INTENDED TO BE USED BY SENECA DATA'S CUSTOMERS), WHEN USED IN ACCORDANCE WITH THE PRODUCTS ORDINARY AND CUSTOMARY USE AND IN COMPLIANCE WITH ALL INSTRUCTIONS PROVIDED TO THE PURCHASER, FROM THE DATE OF PURCHASE OF THE PRODUCTS, FOR THE PERIOD SPECIFIED ON SENECA DATA'S INVOICE, SUBJECT TO ALL OF THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY (THE "LIMITED WARRANTY"). PRODUCTS DO NOT INCLUDE EXPENDABLE PARTS WHICH ARE ANY PARTS THAT ARE NOT SPECIFICALLY INVOICED. THIS IS THE ENTIRE AND SOLE WARRANTY AND CANNOT BE MODIFIED OR CHANGED IN SCOPE BY ANY ORAL OR WRITTEN STATEMENTS, INFORMATION OR ADVICE GIVEN BY SENECA DATA, OR ANY OF SENECA DATA'S AGENTS, EMPLOYEES OR OTHERS, AND THE PURCHASER MAY NOT RELY ON ANY SUCH STATEMENTS, INFORMATION OR ADVICE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SENECA DATA MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THE WARRANTIES PROVIDED HEREIN APPLY ONLY TO THOSE PRODUCTS WHICH ARE MANUFACTURED BY SENECA DATA. SENECA DATA DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SUPPORT EVEN IF INCLUDED WITH OTHER SENECA DATA PRODUCTS. SENECA DATA PROVIDES ALL SUCH THIRD PARTY PRODUCTS AND SUPPORT AS IS. OTHER ORIGINAL MANUFACTURERS AND/OR SUPPLIERS MAY PROVIDE THEIR OWN WARRANTIES AS SPECIFIED IN THE DOCUMENTATION ACCOMPANYING SUCH PRODUCTS AND SUPPORTS. PURCHASER SHALL RELY UPON SUCH OTHER MANUFACTURERS' AND/OR SUPPLIERS' APPLICABLE WARRANTIES.
- 2. REPAIR/REPLACEMENT SOLE REMEDY.** If the Products fail to comply with the Limited Warranty set forth above, the sole and exclusive remedy of the Purchaser shall be the repair of the defective Products. Repairs or replacements may be performed using factory-refinished parts or Products. Any parts or Products exchanged by Seneca Data in repairing or replacing any parts or Products shall become the sole property of Seneca Data. In the event that Seneca Data is unable to repair the Products, Seneca Data will replace the defective Products with the same or comparable products. Defective Products must be returned by the Purchaser to Seneca Data for repair or replacement. This Limited Warranty does not provide repair services or any other services at the Purchaser's place of business or any other place other than at Seneca Data's facilities. Purchaser must include the following items when delivering defective Products to Seneca Data for repair or replacement: (a) a copy of the Purchaser's receipt or other proof of purchase; and (b) a written description of the problem or defect. In the event that Seneca Data determines that the Product has a defect that is covered by this Limited Warranty, Seneca Data will ship the repaired Product or replacement Product to the Purchaser at Seneca Depot's cost and expense; however, Purchaser shall be solely responsible for any and all costs of shipment other than freight, including tariffs and duties.

3. WARRANTY LIMITATIONS. This Limited Warranty does not cover:

- a) Any Product that has been damaged or rendered defective as a result of:
 - i) the use of the Product other than for its usual and customary use;
 - ii) the failure of the Purchaser or other user to use the Product in accordance with the component user manual(s) and any other written directions or instructions provided with the Product at the time of sale or subsequently;
 - iii) the use of parts or accessories purchased other than directly from Seneca Data;
 - iv) a modification or repair of the Product by the Purchaser or any other party other than Seneca Data
 - v) services performed by any party other than Seneca Data;
 - vi) improper transportation or packaging in the shipment of the Product to Seneca Data or its repair facility
 - vii) or the installation of third-party products, for example, memory cards;
- b) Any software provided with the Products (which software may or may not be provided with a warranty provided by the licensor or of any such software); and
- c) Operation of the Products in conjunction with equipment, software or other items manufactured or sold by any third-party or the Purchaser.

4. LIMITATION OF LIABILITY. SENECA DATA WILL NOT BE LIABLE UNDER ANY THEORY OF LIABILITY, HOWEVER ARISING, FOR ANY COSTS OF COVER OR FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ANY LOSS OF USE, INTERRUPTION OF BUSINESS, PERSONAL INJURY, LOSS OF PROFITS, LOSS OF FILES, RECORDS OR INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE, INSTALLATION OR INABILITY TO USE THE PRODUCTS, EVEN IF SENECA DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. PIXEL POLICY FOR NOTEBOOKS. During the manufacturing process, it is not uncommon for one or more pixels to be fixed in an unchanging state. The visible result is a fixed pixel that appears as an extremely tiny dark or bright, discolored spot.

In almost every case, these fixed pixels are hard to notice and do not detract from the display quality or usability. A display with 1 to 5 fixed pixels is within the industry standards, and is therefore considered an acceptable display. LCD screens that do not meet this industry standard are rarely passed on from the point of manufacturing. Return authorization will be issued for any LCD panel containing more than 5 pixels in a fixed and unchanging state.

6. BATTERY AND AC ADAPTER POLICY. All batteries and AC adapters are covered by a one year warranty, regardless of the overall system warranty.