



LIFETIME WARRANTY

Subject to the terms and conditions set forth below, CXtec® equal2new® products carry a lifetime warranty on parts and labor. CXtec warrants to the original End User purchaser that its equal2new products will be materially free from defects under normal use and service for as long as the original End User owns the product.

Notwithstanding the preceding, the warranty for certified preowned equal2new products specified in this paragraph shall be limited as specified herein. The warranty period for certified preowned equal2new solid-state drives, sold separately or as part of a configured product, is one (1) year. Certified preowned configured equal2new SAN and server products (excluding solid-state drives) are covered by this lifetime warranty, provided that the original configuration is maintained. Any changes to the original configuration, other than changes to the hard drive(s) or memory, will void this warranty.

This warranty does not cover defects or damages due to ordinary maintenance, normal wear and tear, cords, plastic casings, improper use, accidental damage, neglect, misuse, abuse, incorrect installation, unauthorized repair, alterations, or modifications, failure of or surges in electric power, conditions caused by abnormal temperature and/or humidity control, vandalism, negligence in transit or handling, acts of nature, or any other acts or causes beyond CXtec's reasonable control.

The warranty period for equal2new products commences on the day of shipment. If products under this limited warranty are claimed to be defective, please notify CXtec's equal2new Warranty Entitlement Group at (800)320-4215 and request a return material authorization (RMA) to return the products by providing the bar code number from the orange sticker. Pursuant to the instructions on the RMA form, all products should be returned to the appropriate CXtec Distribution Center. Upon receipt of the products, CXtec, at its sole discretion, will either choose to repair the products, supply a replacement, or credit the customer's account. CXtec will use its best efforts to provide an advanced replacement, subject to availability, for all eligible claims. All products returned to CXtec must be packaged in packing materials that afford the same degree of protection from damage and electrical discharge as the original packaging materials. Removal of the orange bar code sticker will VOID this warranty. Returned product must be received within ten (10) days of receipt of an advance replacement, otherwise the list price of the product will be charged. Returned product must match exactly with regard to the quantity, type, serial numbers and/or bar codes of the products being replaced.

THE FOREGOING LIMITED WARRANTY AND END USER'S REMEDIES WITH RESPECT THERETO, ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES, REMEDIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CXTEC BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, PROFITS, OR REVENUE) ARISING FROM ANY CAUSE WHATSOEVER, WHETHER CLAIMED BY REASON OF BREACH OF WARRANTY OR OTHERWISE, EVEN IF CXTEC HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

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