

**EFFECTIVE APRIL 23, 2002**

## **Allgen Computer Warehouse, Inc. (ACW). New Equipment Warranty Policy**

**Warranty Period:** Whether you purchased individual components or complete system, all new Allgen Computer Warehouse, Inc.(ACW). parts carry a one-year warranty unless otherwise noted below or on product labeling. Defective products will either be repaired or replaced with the same model refurbished product at ACW's discretion unless otherwise noted below. Some manufacturers may, under certain conditions, warrant their product for longer than one year; however ACW makes no representations and will accept no responsibility for longer than one year.

1. **All CPUs** will have **no** warranty unless installed by ACW, in which case the **OEM** CPUs will be warranted for 15 days and **Retail boxed** CPUs will be warranted for 1 year.
2. **All Other Products:** will be exchanged for up to 30 days after purchase or repaired for up to one year from date of purchase, unless otherwise specified. During the one year warranty period, ACW will ship the defective product to the manufacturer or its representative. Some manufacturers replace the defective product with new or refurbished product depending on the physical condition of the defective product. ACW cannot, in these cases, guarantee whether the product is repaired or replaced. Replacement products will carry the remainder of the original warranty from purchase date, from the date the product was returned for warranty.

Note: All products being returned for exchange must be in "As New" condition with all original packing materials and Manufacturer provided documentation and software.

**WARRANTY TERMS:** ACW guarantees that the parts and systems' hardware it sells will be in good working order during the warranty period as detailed above. This warranty is made only to the original purchaser and is not transferable. The warranty period commences on the date the customer takes possession of the product. After a product is presented to ACW for Warranty service with Proof of Purchase, ACW will determine first that the product is actually defective and then honor the terms as described in the Warranty Period above provided that the product has not been subjected to misuse, abuse, mishandling or unauthorized alteration. Additionally, any items returned that have obviously been subjected to lightning or power surge of any type (i.e. if multiple components are found inoperative in a returned system) will not be warranted.

ACW makes no promises, warranties or guarantees, express or implied, that a particular product sold under this policy is suitable for a particular purpose, installation or integration into any other system. That is, ACW does not guarantee that a particular part will work with another part. ACW disclaims any statements made by its employees concerning the guarantee of a part to be compatible with another part or any system. If a product sold under this policy does not perform to manufacturer's specifications your sole remedy will be repair or replacement. ACW reserves the right to replace a defective part with another of like specifications when the exact same product is no longer stocked, obsolete or unavailable.

Under no circumstance will ACW be liable to the customer or any user for incidental or consequential damages, including damages for lost profits, personal injury or damage of another part due to failure of a part purchased from ACW, arising out of the use or inability to use products purchased from ACW Original Manufacturer's must be contacted directly in any disputes concerning liability.

### **RETURN POLICY**

All products being returned for refund, credit or exchange must include manuals, software, cables, accessories, and original packaging material including the original box and be presented to AllGen Computer Warehouse, Inc. (ACW) for disposition within ten (10) business days from time of purchase. ACW may at their sole discretion, either refund by mail or apply a credit on account for returns within fourteen (14) business days. Because of the volatility of the availability and pricing in the computer marketplace ACW will assess a restocking fee and only provide a maximum credit or refund of 85% of the current market value of the product being returned. This adjustment is necessary to cover the costs of restocking, retesting, handling, market devaluation and the necessity to sell a used product at a much reduced price.