

Now Micro Advance Exchange Warranty: Term and Conditions

Summary

Now Micro's Advanced Exchange Warranty ("AEW") is an optional warranty available for purchase with select products. The AEW is designed to simplify and expedite hardware replacement and minimize downtime in the event of a product failure. It provides complete unit, next business day replacements prior to the return of unserviceable product ("Returning Product").

Warranty Coverage:

This warranty covers products ("Covered Product") which the customer has purchased with an AEW. The warranty period begins on the date of purchase, as stated on the Invoice for the Covered Product, and continues for a period of 1 or 3 years as determined by the warranty type purchased with the product. If during this period, the Covered Product fails, an identical or equivalent product ("Replacement Product") will be shipped overnight to the customer. AEW coverage is available within the contiguous United States.

Replacement Procedure:

- To request replacement, contact Now Micro support at Technical Support on the website at nowmicro.com/contact/support and provide the following:
 - (1) The serial number of the unit that needs service.
 - (2) A description of the problem, as well as any troubleshooting steps that have been taken.
 - (3) Customer information, including physical shipping address and contact information. Unfortunately, Replacement Product cannot be shipped to P.O. boxes.
- Now Micro will confirm the customer information and verify AEW coverage for the product. If Replacement Product is warranted, a service ticket will be issued, and Replacement Product, subject to availability, will ship overnight to the customer. Requests received during business hours before 12:00 PM (noon) CST will ship the same day. Requests received after 12:00 PM (noon) CST will ship the next business day.
- Upon receipt of Replacement product, customer will immediately ship the Returning Product to Now Micro using the enclosed prepaid shipping label. Returning Product must be shipped in the same packaging as the Replacement Product unless the packaging is damaged, in which case the customer must provide their own packaging to ensure safe return shipment. The customer will be responsible for any damages that occur during return shipping due to improper packaging. The service ticket number must be clearly legible on the outside of the return packaging.
- Failure to return the Returning Product **within 14 days** will result in the Customer being invoiced for the Replacement Product. In addition, the Customer may be denied access to Replacement Product for Covered Products until the invoice has been paid or the Returning Product has been returned. Failure to return the power adapter with the Returning Product will result in the customer being invoiced for the missing adapter.
- If the defect in the Returning Product is determined, at Now Micro's sole discretion, to be Customer Induced Damage, the AEW will be voided. If it is determined that the defect is due to misuse, neglect, accident, abuse, improper repair, alteration or modification by the customer, or any act in violation of the original selling conditions of the product, the AEW will be voided. In this case, Now Micro will notify the customer and if the customer chooses to keep the Replacement Product, they will be invoiced for it. If the customer wishes to return the Replacement Product, they will return it at their expense, and Now Micro will send the Returning Product back to them.

Product Availability:

In most cases, Replacement Product will be shipped immediately. In the event that Replacement Product is not immediately available, Now Micro will ship Replacement Product as soon as it becomes available. Now Micro is not responsible for delays caused by factors beyond its control, including, but not limited to, manufacturers delays, product availability, parts availability, shipping delays or acts of God. In the case of a delay, Now Micro will inform the customer as soon as possible.

Now Micro, at its sole discretion, will replace defective product with either new or factory refurbished product and will make every effort to replace it with an identical Replacement Product. In the event that identical product is not available, Now Micro will, at its sole discretion, replace Returning Product with a similar or better product that performs to the product specification on the original invoice. The warranty coverage of the Replacement Product will be until the end of the Covered Product's warranty period.

Customer / Reseller Responsibilities:

The customer must follow instructions and recommendations for proper use, maintenance and support of the Covered Product. Failure to do so may result in denial of coverage under this warranty.

Limitation of Liability:

Now Micro's sole liability, and exclusive remedy, for an acknowledged defect(s) shall be the repair or replacement of the product. Now Micro shall not be liable under any circumstances for any indirect, incidental or consequential damages or lost data.

Transferability:

This warranty has limited transferability and is valid only for the original purchaser, or the customer of the reseller that has purchased the Covered Product.

Exclusions:

This warranty does not cover the following conditions:

- Product with removed or altered serial numbers.
- Cosmetic defects or failure of non-operational components that do not inhibit the proper operation and performance of the Covered Product, such as scratched cases.
- Damages resulting from (1) improper electrical wiring and connections, (2) unauthorized modifications or repairs, or (3) use in situations not approved in the product specifications.
- Loss or damage caused by any physical force from a source external to the Covered Product, including, but not limited to, general environmental conditions, negligence, misuse, abuse, vandalism, spilled liquid, or acts of God.
- Loss or damage to the Covered Product either while in storage or in the course of transit.
- Operating system or software troubleshooting or configuration, or reinstallation of operating systems or applications.
- Preventative maintenance, or systems engineering services.
- Service in connection with the installation, relocation, or removal of the product.
- Accessories or missing parts. Supplies or issues caused by those items identified as being the customer's responsibility.
- Failures due to accident, damage, acts of God, transportation, missing parts, neglect, misuse or abuse, operator error, unsuitable physical operating environment, or the use of supplies or accessories not approved by Now Micro

Exclusive Obligation:

This Warranty is exclusive. The sole and exclusive obligation of Now Micro, Inc. shall be to repair or replace the defective Covered Products in the manner and for the period provided above. Now Micro shall not have any other obligation with respect to the Covered Product(s). Under no circumstances, whether based on this Warranty or otherwise, shall Now Micro be liable for incidental, special or consequential damages. The warranties in this warranty are expressly in lieu of and exclude all other warranties, express and/or implied.