

## Limited Warranty Terms & Conditions

These Limited Warranty Terms & Conditions apply to the hardware products sold by Dymin Systems, Inc. The warranty extends only to the original individual or organization that purchased the product, and only if the product was purchased and operated in the United States of America. By placing an order or purchasing a product from Dymin Systems, Inc., you agree to be bound by the following Terms and Conditions. The Terms and Conditions are subject to change without notice at any time, and at our sole discretion.

### I. DEFINITIONS

- “Dymin”, “Dymin Systems”, “we”, “us”, and/or “our” mean: Dymin Systems, Inc.
- “You”, “your”, or “customer” mean: the individual or organization on the invoice
- “Bargain Bin” means: any item purchased from Dymin’s store section labeled “Bargain Bin” or specifically labeled “Bargain Bin” on your invoice.

### 2. TERM

All hardware products, except “Bargain Bin” items, sold by Dymin Systems include a standard Limited Warranty. The TERM of the Limited Warranty is as specified below UNLESS OTHERWISE STATED ON YOUR INVOICE.

#### 2a. 1-Year Limited Warranty

- New computer peripherals, internal components, and networking equipment
- New desktop computers, laptop computers, and servers

#### 2b. 90-Day Limited Warranty

- Refurbished or used desktop computers, laptop computers, and servers
- Projector lamps

#### 2c. 30-Day Limited Warranty

- Refurbished or used computer peripherals, internal components, and networking equipment
- Special Order or Open Box items

### 3. COVERAGE

Dymin Systems guarantees that the hardware product will be free from defects in materials and workmanship for the duration of the warranty TERM as outlined above or as otherwise stated on your invoice. The warranty TERM begins on the date printed on the original invoice. During this period, Dymin Systems will, at our option, repair or replace the defective product in accordance with the CONDITIONS set forth below.

### 4. CONDITIONS

**4a. Exclusions:** The warranty does not cover software, external devices, accessories, products with missing or altered serial numbers, products for which we have not received payment for, or any other components or accessories not installed by Dymin.

**4b. Limitations of Coverage:** The warranty does not cover any damage due to external causes, including but not limited to: (i) accident, misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration performed by anyone that is not authorized by Dymin Systems, failure to perform required preventative maintenance, and any problems that are caused by use of components or accessories not supplied by Dymin Systems.

**4c. No Defect Found:** In the event you return a product to Dymin Systems for warranty service and, as determined by our sole discretion, no defect in materials or workmanship is found or the product is otherwise determined **not** to be covered under this Limited Warranty, you will be responsible for current Diagnostic Fee charges and, if applicable, return shipping charges.

**4d. Shipping:** The cost of shipping a product back to Dymin Systems for warranty service, replacement, or exchange is the customer’s responsibility. If we require you to return a product to a Dymin facility for warranty service, and we determine it to be covered under the Limited Warranty, we will ship the repaired or replaced product back to you at our expense. Damage incurred in shipping the product from Dymin Systems to the customer is covered by the warranty; however, we are not liable for any damage incurred to any product in transit from the customer to a Dymin facility.

**4e. Cosmetic Damage:** Cosmetic damage that does not impede proper operation of the product is not covered under this warranty.

**4f. Replacement Parts:** Dymin owns all parts removed from repaired products. Dymin may use new and/or reconditioned parts made by various manufacturers in performing warranty repairs. Replacement parts or replacement products will be comparable in function and performance to the original part or product. If we repair or replace a product, its warranty TERM is not extended.

## 5. DATA

You accept full responsibility for your software and data. Dymin Systems is not responsible for preserving the data or restoring software or data to your product. We are not required to advise or remind you of appropriate backup and other procedures. We are not responsible for lost or stolen data.

At times, we may inadvertently view data contained on your product in order to facilitate warranty service. It is your responsibility to remove any data you consider private before having your product serviced.

## 6. HOW TO GET WARRANTY SERVICE

You must call Dymin Systems at (515) 276-7447 or stop into a Dymin Systems branch during the warranty TERM to report a problem with the product. You may be asked to present your original invoice or receipt in order to claim warranty service.

If you choose to call Dymin Systems for technical support or warranty service, you will be required to engage in a remote diagnosis session with the Dymin representative to help determine the cause of your issue. If the Dymin representative determines that the cause of the issue is the result of a defect in materials or workmanship and the issue is not able to be resolved remotely, Dymin, at its sole discretion, may dispatch a replacement part to you, replace the product with a comparable product that may be new or refurbished, or require you to return the product to a Dymin facility for warranty service.

If you are required to ship the defective product to a Dymin facility for warranty service, you must first call to request an RMA number. Products sent to a Dymin Systems branch without an RMA number or prior authorization will be held for 30 days pending instruction and return shipment payment. Thereafter, the product will be salvaged or disposed without any duty to account to Customer. The cost of shipping to return a product to a Dymin facility is the customer's responsibility (See section 4d. Shipping).

You may also choose to physically bring the product to a Dymin Systems branch to report a problem with the product or you may be required to bring the product to a Dymin Systems branch as the result of a remote diagnosis session described above. A Dymin representative will diagnose the cause of your issue. If we determine the cause of the issue is the result of a defect in materials or workmanship, Dymin Systems, at its sole discretion, will either repair or replace the defective product in accordance with the Limited Warranty Terms & Conditions.

**If we determine that the cause of the reported problem is not covered under this Limited Warranty, you will be responsible for current labor charges as described in section 4c. No Defect Found.**

After warranty services are performed, the repaired or replacement product may be picked up from the Dymin Systems branch during posted business hours. If you shipped your product to the Dymin Systems branch and the product was covered under the Limited Warranty, we will pay the shipping to return the repaired or replaced product to you (See section 4d. Shipping). We will not pay the return shipping for products that are not covered under the Limited Warranty.

## 7. DISCLAIMER OF WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION.

DYMIN'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE OR JURISDICTION, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE AND TO THE EXTENT NOT PROHIBITED BY LAW, DYMIN PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DYMIN EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, DYMIN LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND, AT DYMIN'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED HEREIN. SOME STATES OR JURISDICTIONS



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MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

#### **8. LIMITATION OF LIABILITY**

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DYMIN DOES NOT WARRANT THAT THE OPERATION OF ANY PRODUCT WE SELL WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.