

Residential Computer Service

Limited Warranty

End-User Limited Product Warranty

This end-user limited product warranty ("Warranty") is extended by Residential Computer Service (RCS) to the original purchaser ("Purchaser") of any RCS product ("Product") this Warranty and is not transferable.

Warranty Policy:

The warranties that we issue are strictly reliant upon the warranty or warranties provided by the original manufacturer of the component or components that we install in your computer.

Any warranty extensions will be made in writing and "only in writing". If you do not have a written warranty extension, then the warranty is the length or term offered by the respective original component manufacturer. Defective items will be repaired, replaced, or credited within 30 days at company's discretion. A minimum of one week of lead-time may be needed for replacement merchandise. RCS reserves the right to replace defective parts with compatible components that match current market value. RCS' liability shall not exceed the purchase price of the item.

You, the Purchaser, should be aware of the fact that should any component be returned to us under warranty, it will be examined and tested to determine the cause of the failure. If we determine that the component failed as the result of user mishandling, mistake, error or any of the other reasons as noted below in "What this warranty does not cover", the component would be returned to you at your cost and without warranty adjustment. Should you choose to return, under warranty, any computer component or peripheral, it must be done with a written "Return Material Authorization" (RMA) received from us. We do not accept any responsibility for any returns made to us that do not include this required documentation.

What is covered?

RCS warrants the Product against defects in material or workmanship under normal use for the applicable warranty period listed below ("Warranty Period"), beginning from the date of original purchase by Purchaser. If the Product becomes defective during the Warranty Period, RCS will, at its option and without charge, repair the Product with new or reconditioned components or parts, or replace the Product with a new or reconditioned Product of the same or functionally equivalent model.

Warranty Periods (beginning from date of purchase)

If computer seals are broken or any signs of tampering are found the warranty is void.

- New Personal Computers; 1 year Labor, 1 year Parts. (Some Manufactures warranties may be longer)
- Used Personal Computers and parts, "AS IS".
- Monitors (depending upon manufactures warranty).
- New components and accessories; 30 days Labor, 30 days parts, then any additional parts warranty is Original Equipment Manufactures warranty (excludes any shipping cost).
- Operating System; Software install; spyware "AS IS"

What This Warranty Does Not Cover:

RCS will, if available, provide repair for such items on a best-effort basis at its current T&M rates. Warranties do not apply to components that fail, or are damaged as the result of, but not limited to:

- Misuse & Mishandling.
- Has been tampered with by the Purchaser or a third party without the prior written consent.
- Damage to or loss of any programs, data, or removable storage media, whether it occurs during warranty or other repair service.
- Improper installation, re-installation, or addition of any component by the Purchaser.
- Any part that fails due to improper handling or use by the Purchaser of the equipment.

- Acts of God, including but not limited to lightning, flood, earthquake, hurricanes etc.
- Any part that fails due to the equipment being damaged by an outside source.
- Blackouts, power surges, brown outs, electrical current irregularities, Lighting or other electrical damage I.E. Improper wiring in building.
- Static electricity damage.
- Any part that fails due to the equipment being installed in a poor location, next to a source of heat, or in a place of high humidity
- Lack of Purchaser maintenance.
- Over-clocking or accelerating of the motherboard, processor, memory or any other of component beyond the specifications of the manufacturer.
- Software glitches and incompatibilities.
- Installation of any spyware programs
- Any device plugged into computer that RCS did not sell.
- Any part that was sold "AS IS".
- Any part that cost under \$50.00

Preinstalled or Bundled Software

RCS, its suppliers make no warranty or representation, express, implied or statutory, with respect to software provided with the Product and licensed to Purchaser, its quality, performance, merchantability, or fitness for a particular purpose. Nor does RCS and its' supplier's warrant that the functions contained in the software will be uninterrupted or error free. The software is provided "AS IS", except if expressly warranted by the licensor in the applicable software license agreement, and is subject to the terms and conditions of the software license agreement contained in or accompanying the software. In no event will RCS, its dealers, distributors or other resellers be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the software or its documentation, even if advised of the possibility of such damages.

Data Storage Media

The only effective protection for data stored in a computer, such as on a hard disk, is the regular backing up of that data by you, the Purchaser. RCS shall not be responsible for any software programs, data or other information stored or used on any media or part of any Product returned to RCS. For warranty service or other repair including the costs of recovering such programs or data. If during the warranty service or repair of the Product the contents of the hard disk or any other data storage media are altered, deleted, modified or lost, RCS is not responsible. It is solely your responsibility as the Purchaser to back up any software programs, data, or information stored on any storage media or any part of a Product returned for warranty service or repair to RCS.

How to Obtain Warranty Service

Should your Product prove defective during the Warranty Period, please contact RCS, Service and Support at 209-824-2550, or email Salvador@rcsofmanteca.com. If your Product is eligible for warranty service, you will be issued a return authorization number and given an appointment for repair. Please include proof of the date of original purchase with your inquire. Postage, insurance and shipping costs incurred in returning your Product to its authorized vendor for warranty service are your responsibility. RCS will not responsible for any loss or damage to the Product until RCS or its authorized vendor receives it. A Product returned for warranty service must be shipped complete (including any manuals and software diskettes bundled with the Product) in its original packing material or equivalent so as not to be damaged while in transit. RCS' warranty obligations only arise upon receipt of the defective Product.

Warranty Disclaimer and Limitations

THIS WARRANTY STATEMENT FOR THE PRODUCT AND THE SOFTWARE IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF RCS. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT

THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER IF THAT REMEDY FAILS OF ITS ESSENTIAL PURPOSE, RCS, RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT TO THE PURCHASER IN EXCHANGE FOR THE RETURN OF THE PRODUCT. RCS, AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING PERSONAL INJURY), CONTRACT, OR INDEMNITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY OF THE ORIGINAL PURCHASER. THIS WARRANTY IS ONLY VALID IN THE UNITED STATES OF AMERICA.