

Nobilis Enterprise Storage Extended Reimbursed Warranty

Equus Computer Systems (hereinafter referred to as Equus) warrants to the original purchaser that this computer will be free from defects in materials and workmanship for a period of **three (3) years** from the date of invoice. This warranty applies to the components comprising the computer, including: base unit, CPU, CPU fan, memory, hard drives, power supply, and other standard components offered for sale by Equus specifically for this computer.

Replacement component(s), including all accessories, as received by Customer, must be returned to Equus freight prepaid within 10 days or Customer will be invoiced for the unreturned products.

Monitors, scanners, speaker sets, external drives, backup media, power protection devices, and other external devices are covered under their respective manufacturer's warranties only.

All component items not normally carried and offered for sale by Equus or otherwise identified as "special order" or "non-stock" are covered under their respective manufacturer's warranties. Customer assumes full responsibility of working with the original manufacturer to resolve any warranty issues for "special order" or "non-stock" items.

This warranty is a limited warranty. As the sole remedy for a breach of this warranty, Equus will at its discretion repair or replace defective components with new or like new (tested equivalent to new) components of equivalent or better performance and reimburse the Customer a flat fee, as specified by Equus, for services performed at the site of computer installation and use.

If hardware repair is required, Customer must contact Equus and request a replacement component(s). Customer must receive authorization from Equus for the service incident prior to component(s) replacement. Equus will arrange for a service dispatch to be issued to Customer and Customer will dispatch a service technician to restore the system to working order. Equus will ship replacement part(s) in advance of the return of the failed component(s). Failed component(s) must be returned to Equus freight prepaid by the Customer. Physical damage, cosmetic damage and/or component failures that have, in the sole opinion of Equus, occurred by accident, misuse, mishandling, misapplication, lack of proper maintenance or act of God/Nature, are not covered by this warranty. Equus will return the items not covered by the warranty to the Customer by standard ground shipping, invoicing Customer for the replacement part(s), and Customer agrees to forfeit the service reimbursement fee.

Equus will repair or replace, at the option of Equus, any Equipment having a defect in material or workmanship. All replacement parts shall be provided by Equus at no cost to Customer. Circumstances may require the reloading of the operating system as originally installed by Equus. Replacement parts are new or like-new (tested equivalent to new). Equus may provide replacement parts made by various manufacturers when supplying parts to User. All replacement parts shall also be covered under this Warranty for the remainder of the Service Plan Period or thirty (30) days (whichever is longer) and Equus warrants that replacement parts will be interchangeable with the parts they are to replace, and will conform to the specifications current when they are shipped. Some problems or defects may require Customer to **reformat or replace** a hard disk drive. Under such circumstances, **all data** on the disk drive **may be lost**. Customer is **solely responsible** for the security of data. Equus **shall not** be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Warranty. **Equus strongly advises Customer/User to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure.** Customers are required to return all replaced and/or unused components **including Hard Disk Drives**. Customers that intend to keep a failed Hard Disk Drive to attempt data recovery or protect the data must make arrangements to purchase a replacement Hard Disk Drive prior to the service incident. Equus **will not** accept the failed Hard Disk Drive after the service incident has been closed. Telephone technical services are available on the Equus toll-free service line, **800-576-7929**, during normal business hours (**7 AM to 7 PM CT**). Claims for warranty reimbursement may be submitted to Exelus, LLC, 5801 Clearwater Drive, Minnetonka, MN 55343. Exelus will reimburse Customer claims after determining compliance with the service dispatch and the Exelus Service Provider Agreement.

EQUUS IS NOT LIABLE AND SPECIFICALLY DISCLAIMS ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS OR DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF EQUUS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT EXELUS AND/OR ITS AUTHORIZED SERVICE PROVIDERS ARE NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST EXELUS OR ITS AUTHORIZED SERVICE PROVIDERS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS SERVICE PLAN.

In order to take advantage of this warranty, the original purchaser must provide a valid proof of warranty purchase.

Hardware additions, software not preinstalled by Equus, upgrades, modifications, or configuration changes by the Customer are not covered by this warranty.

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, EQUUS DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.

This warranty gives you specific legal rights which may vary from state to state.