

Nobilis Enterprise Server Extended Warranty

Equus Computer Systems (hereinafter referred to as Equus) warrants to the original purchaser that this Nobilis file server 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 system unit, including: CPU, motherboard, memory, hard drive, floppy drive, video card, cd-rom drive, DVD drive, faxmodem, case, power supply, tape backup drive and other standard internal components normally carried and offered for sale by Equus.

Keyboards and mice, if defective, will be replaced in advance of the return of the failed component. Failed items must be returned to Equus freight prepaid by the customer within 10 days or they will be subject to invoice for the unreturned products.

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

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. During this warranty period Equus will repair or replace defective components. When the system unit is delivered freight prepaid to an Equus servicing facility, Equus will restore the system unit to its original operating configuration at no additional cost.

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 to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure.** Customers that intend to keep a failed Hard Disk Drive to attempt data recovery or protect/secure the data must make arrangements to purchase a replacement Hard Disk Drive. Equus **will not** accept the failed Hard Disk Drive after the service incident has closed.

Component failures that have, in the sole opinion of Equus, failed because of damage caused by accident, misuse, mishandling, misapplication, lack of proper maintenance or act of God/Nature, are not covered by this warranty.

Equus will complete warranty service within a period of time deemed reasonable by Equus and return the repaired system unit to the Customer freight prepaid by normal surface transportation routing.

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 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT EQUUS IS NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST EQUUS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS WARRANTY.

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

Reinstallation or restoration of the server operating system, configuring or rebuilding hard disk drive arrays, hardware additions, software not preinstalled by Equus, upgrades, modifications, or configuration changes done 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.