

# Nobilis Enterprise Server Combined 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. Equus will reimburse the original purchaser a flat fee per service incident during the first year of the warranty period. No reimbursements will be paid during years two (2) or three (3) of this warranty period. This warranty applies to the components comprising the system unit, including: CPU, motherboard, memory, hard drive, floppy drive, video card, cd-rom drive, faxmodem, keyboard, mouse, case, power supply and other standard internal components normally carried and offered for sale by Equus.

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. Claims for warranty reimbursement may be submitted to Exelus, LLC, 713 Kasota Avenue, Minneapolis, MN 55414. Exelus will reimburse Customer claims after determining compliance with the service dispatch and the Exelus Service Provider Agreement.

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. During the first year of the warranty period 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 within **ten (10) days** freight prepaid by the service provider or they will be subject to invoice for the full amount of replacement component(s). During year two (2) and year three (3) Customers must contact Equus and request a Return Material Authorization (RMA) for replacement component(s) prior to the service incident.

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 and the service provider will be invoiced at replacement 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.

Equus will make every effort to initiate on-site service under this warranty within two business days.

**EQUUS IS NOT LIABLE AND SPECIFICALLY DISCLAIMS ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF A BREACH OF THIS WARRANTY OR FOR ANY SOFTWARE OR DATA THAT MAY BE LOST DUE TO HARDWARE FAILURE.**

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

This warranty will be void if, in the sole opinion of Equus, the product has been damaged by accident, misuse, misapplication, lack of proper maintenance or act of God/Nature.

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.