

WARRANTY

1. ASI Corp. (ASI) provides a one (1) year warranty on all Products purchased from ASI unless otherwise stated. I.e. **Tape Products:** All warranty service (including DOA service) for all tape products are required by manufacturer directly for initial troubleshooting. Complete systems (non barebone) media drive, or notebooks not ASI brand may be referred to certain manufacturer. Defective Microsoft hardware returns may not exceed .5% of any quarters purchase.

The warranty does not extend beyond the original Buyer of Products from ASI and ASI shall have no obligation to the Buyer with respect to providing any warranty on any Products for which ASI has not received full payment from the Buyer. Motherboard warranty will be covered as stated by ASI in writing. In cases where products, including motherboard manufacturer handles direct with end user, ASI customers will be referred directly to manufacturer for service after 1 st year of purchase. Intel, AMD CPU warranty is one year, unless otherwise stated. **Opened software is non-returnable.**

a. **Memory Products:** Defective Memory products have a one (1) year warranty except in case where vendor offer longer as in lifetime. Defective Memory products will be replaced as new if returned to ASI within thirty (30) days from the date of purchase. Any Memory products received after thirty (30) days from the original invoice date may be repaired or replaced. (memory product cannot be returned for credit).

b. **Tape Products:** All warranty service (including DOA service) for all tape products are required to be direct with the manufacturer for initial troubleshooting and RMA number issue.

c. **Seagate Product Lines:** All warranty service for defective Seagate products ONLY qualifies for Repair (they cannot be returned for credit or exchange for new replacement). Defective Seagate products will be replaced as recertified units. Seagate products can also be direct with the manufacturer for recertified replacement.

2. ASI does not support the manufacturer's warranty on any Product beyond one (1) year unless otherwise stated. For any manufacturer who offers a warranty on Products exceeding limited warranty and or one (1) year, it is the Buyer's responsibility to deal directly with the manufacturer for any repairs of the Product beyond the first year of warranty. Motherboard warranty will be provided as stated by ASI. . Manufacturer return policy may differ from ASI and should manufacturer have warranty or policy change, ASI Corp. will abide by their changes when it affects ASI first year warranty coverage.

3. ASI does not warrant any Products that have been subject to improper use, abuse or physical damage. Removal of any serial number or warranty labels will also void such warranty of Product. Accounts are required to be current when requesting return authorizations.

4. Any alterations, modifications, additions, improvements, installation, or attachments on the Products not authorized in writing by ASI shall solely be at the Buyer's own expense and risk. If operation of the Products is affected in any way by such unauthorized alterations, modifications, additions, improvements, attachments or installations, the warranty shall be deemed waived by the Buyer, and ASI shall have no further obligation to the Buyer.

5. Inspection: The Buyer shall inspect goods at the time of delivery and shall notify ASI of any defect or discrepancies within one (1) day of receipt of goods. Failure to provide any such notice within such time shall be deemed an acceptance in full of any such delivery.

6. Systems, Notebooks, and On-Site Warranty: cannot be returned for credit or stock rotation. All DOA or warranty authorization is provided after troubleshooting with ASI Technical Support prior to RMA being issued. System problem will be corrected or repaired, and are not replaced with different unit. Notebook troubleshooting, repair, and service are provided by manufacturer and customers will be referred to manufacturer direct for RMA service. On site warranty through on site service provider only. ASI Dead Pixel policy is based on Manufacturer dead pixel policy, and may vary based on manufacturer standards. During the LCD manufacturing process, it is not uncommon for one or more pixels to be fixed in an unchanging state. The visible result is a tiny fixed pixel that appears bright or dark. There is no one clear industry standard regarding an acceptable level of dead pixels. Each LCD screen manufacturer and each laptop maker have their own dead pixel standards. Most allow for up to 5 dead pixels and is replaced if it has 6 or more during the warranty period. Dead pixel is not considered a replaceable defect by manufacturers and ASI has the same policy as manufacturer pixel warranty. Dead pixel is not DOA new replacement or credit unless number exceeds manufacturer's acceptable level.

ASI NEITHER ASSUMES, NOR AUTHORIZES ANY OTHER PERSON PURPORTING TO ACT ON ITS BEHALF TO MODIFY OR CHANGE THIS WARRANTY, NOR TO ASSUME FOR IT ANY OTHER WARRANTY OR LIABILITY CONCERNING THE PRODUCTS.

7. Disclaimer of Warranty/Limitation of Liability. Except for the express warranties contained in this Warranty Statement, ASI disclaims all other warranties and conditions, express or implied, including but not limited to, any implied warranty of merchantability or fitness for a particular purpose or non-infringement. The right to return defective Products, as described herein, shall constitute ASI's sole liability and the Buyers exclusive remedy in connection with any claim of any kind relating to the quality, condition or performance of any Products, whether such claim is based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty,

principles of indemnity or contribution, or otherwise.

ASI (INCLUDING ITS PARENTS, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS, ALL OF WHICH ARE REFERRED TO HEREIN COLLECTIVELY AS THE "ASI AFFILIATES" SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCE TO THE BUYER OR ANY OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PRODUCTS OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, LOSS OF THE PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, BUYER'S TIME, LOST DATA, INJURY TO PROPERTY OR ANY DAMAGES OR SUMS PAID BY THE BUYER TO THIRD PARTIES, EVEN IF ASI OR ANY OF THE ASI AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

The laws of some jurisdictions limit or do not allow the disclaimer of consequential damages. If the laws of such a jurisdiction apply to any claim by or against ASI or any of the ASI Affiliates, the limitations and disclaimers contained herein shall be to the greatest extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so that the above may not apply to the Buyer.

IN NO EVENT SHALL ASI OR ANY ASI AFFILIATE BE LIABLE TO THE BUYER OR ANY OTHER PARTY FOR LOSS, DAMAGE, OR INJURY OF ANY KIND OR NATURE ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS IN EXCESS OF THE NET PURCHASE PRICE OF THE PRODUCTS ACTUALLY DELIVERED TO AND PAID FOR BY THE BUYER.

NONE OF ASI OR ANY ASI AFFILIATE SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS THE BUYER FROM AND AGAINST ANY OR ALL DAMAGES OR COSTS INCURRED BY THE BUYER ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR VIOLATION OF COPYRIGHTS BY ANY OF THE PRODUCTS.

8. USE IN CRITICAL MEDICAL SYSTEMS PROHIBITED. PRODUCTS SOLD BY ASI ARE NOT DESIGNED, INTENDED OR AUTHORIZED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER APPLICATIONS IN WHICH THE FAILURE OF SUCH PRODUCTS COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. BUYER AGREES NOT TO USE OR SELL THE PRODUCTS FOR USE IN ANY SUCH APPLICATIONS AND IF BUYER BREACHES THIS TERM, THEN: (1) THE BUYER ACKNOWLEDGES THAT SUCH USE OR SALE IS AT BUYERS SOLE RISK; (2) THE BUYER AGREES THAT NONE OF ASI OR ANY ASI AFFILIATE SHALL BE LIABLE, IN WHOLE OR IN PART, FOR ANY CLAIM OR DAMAGE ARISING FROM SUCH USE; AND (3) THE BUYER AGREES TO INDEMNIFY, DEFEND AND HOLD ASI AND EACH ASI AFFILIATE HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, LOSSES, COSTS, EXPENSES AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH SUCH USE OR SALE.

CREDIT Effective January 1, 2002 No restocking fee on authorized credit returns during first 7 days of purchase (subject to terms and conditions)

1. Products (except for memory products and CPU's, which shall receive no credit and only be repaired or replaced as new), may be returned for credit within the first fifteen (15) days from the original invoice date. During first 7 days of purchase, products received and authorized for credit return, which are as new and unopened, may be returned without a restocking fee (restrictions may apply due to price drop or market volatility). After first 7 days of purchase yet still within 15 days of purchase will qualify for credit and are subject to restocking fee up to 15%. Products returned for credit and received by ASI after fifteen (15) days from the original invoice date will be repaired or replaced. Credit period may vary by location, and when offered by any ASI Corp. location outside of the United States of America; credit period offered, may not exceed 15 days from date of original invoice. Warranty terms may differ so please refer to your local ASI Branch outside the United States of America for more details.

2. In order to receive proper credit for Products, 1) the customer must first request "Credit at the time they are obtaining a RMA number and 2) all Products returned for credit must be received by ASI within fifteen (15) days of the original invoice date. The amount of credit will be based on the current market value at time ASI receives the Products from customer, unless otherwise notified in writing by ASI. Credit returns subject to a 15% restocking fee.

3. On credit returns of all Products, all original packaging and items, accessories, etc. must be returned complete and in its original condition. Any Products returned for credit that is damaged due to alteration, abuse or physical damage (i.e. scratches, trace cut) improper label removable or addition, will be refused and no credit issued. All RMA credits are posted to customer account. RMA credits are not mailed; all credits unused by customer may be viewed online at asipartner access, order history, account profile, for up to 6 months.

DOA

If a Product fails (i.e. does not properly function, hereinafter "DOA Product and is returned to ASI within thirty (30) days of the ASI invoice date, ASI will replace the DOA Product subject to (a) the Products availability and (b) the Customer obtaining a valid RMA number. Same day replacement for DOA received at RMA will call will be available. UPS/Fed Ex/ or Delivered items, a replacement

usually ships within 72 hours after ASI receives the item.

RMA REQUEST AND RETURN INSTRUCTION

1. In order to return Products to ASI, you must first obtain a RMA number from ASI. After 1 st year. Customers will be referred directly to certain manufacturers to process RMA's directly. Customers will be notified at the time of requesting RMA service, which manufacturers offer direct service. **A complete listing of manufacturers customer can go direct with is posted at www.asipartner.com** customer support. All other Repair items which are not manufacturer warranted directly with customers, must be received by ASI within 1 year of original invoice date. RMA numbers are only issued based on ASI branch location from which the Product was originally ordered. All unauthorized packages will be refused by ASI Receiving Department and will be returned to the customer unprocessed and at the customers expense. Do not add new items or Products to an issued RMA number, as any unauthorized item or Product will be refused or the entire shipment may be refused.

a. **PRODUCTS FOR REPAIR ONLY.** Do not enclose the manuals, disks, or retail packing with the returned Product (except in the case of Monitors or products covered by ASI during credit or DOA period). The vendor does not repackage or supply these items on repair and ASI cannot return the same items. Only the item sent for repair will be returned. All extra items sent will be discarded by vendor and cannot be replaced. In the event a Product under warranty cannot be repaired or replaced, an alternative product of equal or greater performance will be provided. ASI may however, in its sole discretion, issue a credit on said product under warranty no greater than its current market value. Not all vendors have same policies so Repair turnaround times may vary 2-4 weeks. When manufacturer supports customers directly it greatly improves the turnaround time as customer may chose to go direct for repair/replacement without delays or additional processing time and vendor can return direct to them sooner.

b. **DOA Products:** DOA Product replacement will be returned to the Customer as received by the Customer. (i.e. should the product be returned to ASI without cables, box, manual, etc., then ASI will only replace the same item received)

3. Customers may be referred directly to certain manufacturers to process RMA's directly in some case. Customers will be notified at the time of requesting RMA service. A complete listing of manufacturers customer can chose to go direct with is posted at www.asipartner.com service.

Warranty information provided herein does not replace any Terms or Conditions listed on the back of the invoice, which Terms and Conditions are subject to change without prior written notice at any time, in the sole discretion of ASI.