

Extended Warranty and Advanced Product Replacement/Hot Swap Guarantee Terms and Conditions

These terms and conditions govern the Extended Warranty and Advance Product Replacement/Hot Swap Guarantee (this "Warranty") offered by Canvys, a division of Richardson Electronics, Ltd. ("Canvys").

1. Coverage. This Warranty covers only products for which Customer has purchased an Extended Warranty and Advanced Product Replacement/Hot Swap Guarantee from Canvys ("Covered Products"). This Warranty does not replace the manufacturer's warranty, but provides certain additional benefits during the term of the manufacturer's warranty. After the manufacturer's warranty expires, this Warranty continues to provide the benefits of the manufacturer's warranty, subject to the terms and conditions thereof, as well as certain additional benefits listed in this Warranty. This Warranty begins on the date of purchase, as stated on the invoice for the Covered Product, and continues for thirty-six (36) months.

2. Claim Procedure.

- If a Covered Product does not conform to the original manufacturer's warranty, Customer may call the appropriate Canvys District Sales Manager, call Canvys TekLink Support & Service at (800) 235-2125, or report the issue via the Canvys TekLink Internet Support web page at <http://teklink.canvys.com>. Customers are strongly encouraged to report any service issues via the Canvys TekLink Internet Support web page. This service negates the need for a phone call and accurately logs all information provided to ensure a prompt and efficient response to your support needs.
- Once the service issue has been confirmed, a Canvys Field Applications Engineer or Product Manager must approve all advance replacement/hot swap requests.
 - Once approved, and subject to product availability, advance replacement products required that are under 32" (diagonal) in size will be shipped same day via overnight delivery from our Plymouth, MN facility for calls received prior to 4:00 PM CST and from our Marlboro, MA facility for calls received prior to 2:00 PM EST, and the following day for all calls received after the aforementioned cutoff times.
 - Once approved, and subject to product availability, advance replacement products required that are 32" (diagonal) and over in size will be shipped same day via 2nd day delivery from our Plymouth, MN facility for calls received prior to 4:00 PM CST and from our Marlboro, MA facility for calls received prior to 2:00 PM EST, and the following day for all calls received after the aforementioned cutoff times.
- In the event that advance replacement products are not immediately available, Canvys will supply the advance replacement products in as timely a manner as possible, dependent upon product availability from the manufacturer.
- Upon receipt of the advance replacement product, Customer must immediately return the unserviceable part or component (the "Returned Product") to Canvys for evaluation and final disposition. The Returned Product must be shipped in the same packaging as the advance replacement product and include the Return Authorization Number clearly legible on the outside of the packaging.
- Failure to return the Returned Product to Canvys within 14 days will result in Customer being billed the Manufacturer's Suggested List Price or Canvys List Price, at Canvys' discretion, for the Returned Product. In addition, Customer will be denied access to Advanced Product Replacement/Hot Swap Guarantee coverage for the Covered Products until the invoice has been paid or the Returned Product has been returned to Canvys.
- Canvys will incur the freight charges for all advance replacement products and will assume responsibility for freight charges for the return of Returned Products to the Canvys location providing service and support. In the event that Canvys determines, in its sole discretion, that a Returned Product is not eligible for Warranty coverage, Canvys shall so notify Customer. If Customer desires to return the advance replacement product, Customer will reimburse Canvys for all related transportation costs, and Canvys will return the Returned Product to Customer, at Customer's cost. If Customer

desires to retain the advance replacement product, Customer will be invoiced for and be responsible for freight charges, repair parts and repair fees for the Returned Product. In addition, Canvys reserves the right to charge Customer a fee not to exceed \$325.00 for evaluation of Returned Product found to be ineligible for Warranty coverage.

- Prior to the expiration of the manufacturer's warranty, Canvys will manage all warranty issues directly with the manufacturer of the Covered Product on Customer's behalf.
- Customers may reach a Canvys Field Applications Engineer via TekLink 24 x 7 x 365. Calls placed after 5:00 PM CST will be sent to our automated paging system and will be returned by the On-Call Field Applications Engineer immediately.

3. Availability of Services. While Canvys tries to complete service as quickly as possible, Canvys is not responsible for delays caused by factors beyond its control, including, but not limited to, manufacturer's delays, product availability, parts availability, or acts of God.

4. Customer Responsibilities. Customer must follow the instructions in the owner's manual for proper use, care and maintenance of a Covered Product. Failure to follow the manufacturer's maintenance and service recommendations may result in the denial of coverage under this Warranty.

5. Exclusions. This Warranty does not cover any of the following conditions, in addition to any exclusions in the manufacturer's original warranty:

- Covered Products whose serial number has been altered or removed;
- Cosmetic defects or failure of non-operational components that do not inhibit the proper operation and performance of the Covered Product, such as cracked cases or broken hinges;
- Damages or costs resulting from (1) improper electrical wiring and connections, (2) unauthorized modifications, alterations, repairs or repair personnel, or (3) use in any combinations not approved in the manufacturer's specifications;
- Loss or damage caused by any physical force from a source external to the Covered Product, including, but not limited to, general environmental conditions, negligence, misuse, abuse, vandalism, spilling of liquid on the Covered Product, or acts of God;
- Loss or damage to the Covered Product either while in storage or in the course of transit, delivery, or redelivery;
- Normal maintenance, cleaning, or tune-ups; minor adjustments and settings outlined in the Covered Product owner's manual that the user can perform; costs related to any service request which results in customer education or no problem found; monitor screen imperfections, including, but not limited to, (1) loss of brightness over time caused by degradation of phosphors (backlight degradation), or (2) image burn-in or burned phosphor caused by prolonged display of one or more signals (image burn); except with respect to backlight degradation to the extent covered by the manufacturer's original warranty and solely during the term of the manufacturer's original warranty;
- Repair or replacement covered by any other warranty, service agreement, insurance policy or manufacturer recall in effect at the time of the failure.

6. Limitation of Liability. The total payment of all combined claims under this Warranty shall not exceed the original purchase price of the Covered Products excluding shipping, handling and taxes. If Canvys determines that a Covered Product cannot be repaired, Canvys will replace it with a new or remanufactured product of like kind and quality. At Canvys' option, replacement parts will be new, remanufactured, or non-original manufacturer's parts that perform to the factory specifications of the original part. If a Covered Product is replaced with a new product, this Warranty is considered fulfilled and coverage ends with respect to that Covered Product. If a Covered Product is repaired or replaced with a remanufactured product, coverage will continue until the end of the original coverage period.

7. Transferability. This Warranty is not transferable and is valid for the original purchaser of Covered Products only.



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8. **Exclusive Obligation.** This Warranty is exclusive. The sole and exclusive obligation of Canvys shall be to repair or replace the defective Covered Products in the manner and for the period provided above. Canvys shall not have any other obligation with respect to the Covered Products or any part thereof, whether based on contract, tort, strict liability or otherwise. Under no circumstances, whether based on this Warranty or otherwise, shall Canvys be liable for incidental, special or consequential damages. If any part of this Warranty is determined to be void or illegal, the remainder shall remain in full force and effect. THE WARRANTIES IN THIS WARRANTY ARE EXPRESSLY IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS AND/OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE, USE OR APPLICATION AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF CANVYS, UNLESS SUCH OTHER WARRANTIES, OBLIGATIONS OR LIABILITIES ARE EXPRESSLY AGREED TO IN WRITING BY CANVYS.