

RSOL PC SERVICES STANDARD TERMS OF SALE

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "Products") directly from R.S.O.L. PC SERVICES, L.L.C., or any of its subsidiaries or affiliates ("RSOL PC"), unless you enter into a separate written agreement with RSOL PC.

THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY RSOL PC IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 7 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER RSOL PC'S RETURN POLICY. THIS AGREEMENT INCORPORATES THE RSOL PC LIMITED WARRANTY AGREEMENT BY REFERENCE.

1. Limited Warranty. Please refer to the RSOL PC Limited Warranty Agreement, located at www.rsolpc.com/warranty for the terms of your limited warranty. Brand new products sold by RSOL PC include a manufacturer's warranty. Please refer to the manufacturers' warranty for the specific terms and duration of your Product's limited warranty.

2. Service and Support. Service offerings may vary from Product to Product. If you purchased an extended service plan, such as the RSOL PC Extended Service Plan, please refer to the service plan for the coverage, duration and terms of service. Services may be performed by third parties. Extended service plans may be provided by a third party and not by RSOL PC.

3. Acceptance and Payment Terms. Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. Orders are deemed accepted only when fulfilled. RSOL PC does not offer a "price match" guarantee program, so all extended pricing is final once invoiced. You are responsible for paying all taxes associated with your order. RSOL PC may change prices without notice to you before RSOL PC enters your order and may modify and substitute Products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when Product is shipped unless RSOL PC has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from RSOL PC, except that RSOL PC may, at the request of your lender, withhold technical and warranty support and other services from you.

4. Shipping and Title. RSOL PC will arrange to ship Products to you. Title and risk of loss to Products pass to you when RSOL PC's designated shipper delivers Products to the address you specify. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You agree that you will be bound by such license agreement. You must notify RSOL PC of damaged or missing items from your order within fifteen (15) days after you receive your Product.

5. Return Policy. You may return unused Products and cancel unused services within 14 days after you receive your Products or are invoiced for services. Once you notify RSOL PC of your intention to return Products or cancel services you will be advised of RSOL PC's return procedures. You must return Products within 7 days after you have received all authorization and return materials from RSOL PC. RSOL PC will refund the original purchase price of Products and unperformed services (not including related sales taxes), subject to the provisions below.

ORIGINAL SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE CONSIDERED SERVICES ALREADY CONSUMED AND ARE THEREFORE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PROPERLY PACKAGING PRODUCTS TO BE RETURNED AND FOR DELIVERING THE PRODUCTS TO THE COMMON CARRIER DESIGNATED BY RSOL PC. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR PRODUCT DURING RETURN SHIPMENT. YOU MAY BE CHARGED AT LEAST A 15% RESTOCKING FEE TO RETURN PRODUCTS.** Returned Products must be in the same condition as you received them. A fee may be charged for any product returned without original packaging, missing parts or manuals, or otherwise not in like-new saleable condition. You must return all pre-loaded software with the Product to obtain a refund for the Product, and you may only return pre-loaded software if you choose to return the Product. You may return other software only if the package has not been opened. RSOL PC will not accept for return any Products you purchased from a Reseller. Additional restrictions may apply on certain Products, including a reduced return period for used Products. Please visit our web site at www.rsolpc.com for more information.

6. Software. Opened software is non-returnable under any circumstance unless the media is physically defective. If the media is physically defective, you will be entitled to an exchange of the original software title only.

7. PlayStation 3 Gaming Systems. RSOL PC tracks serial numbers on all consoles sold or serviced. Opened PlayStation 3 gaming systems sold as "new" are non-returnable under any circumstance unless the item is received "dead on arrival". If the new PlayStation 3 gaming system is received "dead on arrival", please call RSOL PC toll-free at (888) 214-8625 within 24 hours of delivery to report the incident and RSOL PC will provide you with instructions to have the unit exchanged. Any technical issues that occur with your new PlayStation 3 gaming system outside the 24 hour receipt window should be reported directly to Sony PlayStation Support toll-free at (800) 345-7669.

8. Privacy Notice. You can review RSOL PC's Privacy Policy on our web site, located at www.rsolpc.com/legal.htm. RSOL PC will maintain and use your customer information in accordance with its Privacy Policy.

Revised: 08/11

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