

RSOL PC SERVICES ONE YEAR LIMITED WARRANTY AGREEMENT

This Agreement ("Agreement") is between you and RSOL PC SERVICES ("RSOL PC") and applies to RSOL PC branded products ("Products") and services purchased in the U.S. or Canada by you from RSOL PC, or any of its subsidiaries or affiliates or a RSOL PC authorized reseller ("Reseller"), unless you enter into a separate written agreement with RSOL PC. The limited warranty does not cover software or non-RSOL PC branded products (e.g. printers, scanners). **THIS AGREEMENT APPLIES TO YOU UNLESS YOU NOTIFY RSOL PC IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER EITHER RSOL PC'S OR THE RESELLER'S RETURN POLICY, AS APPLICABLE.**

The term of this Limited Warranty is one (1) year (the "Limited Warranty Period"). For products purchased directly from RSOL PC, the Limited Warranty Period begins when the product is shipped to you; for products purchased from an authorized reseller, the Limited Warranty Period begins on the date of purchase.

1. **Technical Support.** During the Limited Warranty Period, RSOL PC will provide product technical support. Please note that when contacting RSOL PC via telephone, long distance and other charges may apply, depending upon your calling area. The scope of technical support consists of helping you diagnose and resolve problems with defects in Products covered by this Agreement, and, for PC Products, reinstalling the factory-installed operating system and software to restore it to the original factory configuration. RSOL PC may provide technical support via on-line, telephone and other methods. RSOL PC may change the means through which it provides technical support at any time. **RSOL PC is not the manufacturer of the software or operating system and does not guarantee that software or operating system will be free from errors, either in isolation or in combination with hardware.**
2. **Product Limited Warranty.** RSOL PC warrants that its Products will be free from defects in materials and workmanship for the Limited Warranty Period. During the Limited Warranty Period, RSOL PC will, at its option: (i) provide replacement parts necessary to repair the product, (ii) repair the product or replace it with a comparable product, or (iii) refund the amount you paid for the product, LESS DEPRECIATION, upon its return. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part and warranted for the remainder of the original warranty period or, if longer, 90 days after they are shipped to you.
3. **THIS LIMITED WARRANTY DOES NOT COVER MISUSE OR MINOR IMPERFECTIONS IN UNITS THAT MEET DESIGN SPECIFICATIONS OR IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY.**
4. **THIS LIMITED WARRANTY DOES NOT COVER AND RSOL PC IS NOT RESPONSIBLE FOR:**
 - REMOVAL OF VIRUS, TROJAN, SPYWARE, MALWARE OR OTHER PARASITE SOFTWARE.
 - DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, FIRE, THEFT, DISAPPEARANCE, MISPLACEMENT, POWER SURGES, VIRUSES, RECKLESS, WILLFUL, OR INTENTIONAL CONDUCT.
 - DAMAGES CAUSED BY SERVICING NOT AUTHORIZED BY RSOL PC SERVICES.
 - DAMAGES CAUSED BY USAGE THAT IS NOT IN ACCORDANCE WITH PRODUCT INSTRUCTIONS.
 - DAMAGES CAUSED BY FAILURE TO FOLLOW THE PRODUCT INSTRUCTIONS OR FAILURE TO PERFORM PREVENTIVE MAINTENANCE.
 - DAMAGES CAUSED BY OVERCLOCKING THE MEMORY, MOTHERBOARD OR CPU.
 - DAMAGES CAUSED BY UNAUTHORIZED FLASHING OF DRIVE FIRMWARE OR SYSTEM BIOS SETTINGS. ANY UPDATES TO DRIVE FIRMWARE OR SYSTEM BIOS MUST BE PERFORMED EXCLUSIVELY BY RSOL PC AUTHORIZED PERSONNEL.
 - DAMAGES CAUSED BY THE COMBINATION OF RSOL PC BRANDED PRODUCTS WITH OTHER NON-RSOL PC BRANDED PRODUCTS, ACCESSORIES, PARTS OR COMPONENTS.
 - SOFTWARE, INCLUDING THE OPERATING SYSTEM AND SOFTWARE ADDED TO YOUR PRODUCT THROUGH OUR FACTORY-INTEGRATION SYSTEM, THIRD-PARTY SOFTWARE, OR THE RELOADING OF SOFTWARE.

- ANY EQUIPMENT OR COMPONENTS THAT WERE NOT INCLUDED IN YOUR PRODUCT AS ORIGINALLY SOLD OR INSTALLED BY RSOL PC.
 - NORMAL WEAR AND TEAR
 - FAILURE OF ANY COMPONENT THAT IS CONSIDERED TO BE “CONSUMABLE”, SUCH AS CMOS BATTERIES OR LED CHASSIS LIGHTING.
 - COSMETIC DAMAGE THAT DOES NOT AFFECT FUNCTIONALITY.
 - PRODUCTS WHERE THE RSOL PC / PS3REPAIRSHOP.COM WARRANTY STICKER, SERIAL NUMBER AND MICROSOFT PRODUCT IDENTIFICATION NUMBER & CERTIFICATE OF AUTHENTICITY IS MISSING, ALTERED OR DEFACED.
 - REPLACEMENT OF LOST SOFTWARE RESTORATION MEDIA DISKS INCLUDING BUT NOT LIMITED TO MICROSOFT OPERATING SYSTEM DVD OR CD'S.
 - ANY WARRANTY APPLICABLE TO SOFTWARE, NON-RSOL PC BRANDED PRODUCTS IS PROVIDED BY THE ORIGINAL MANUFACTURER.
5. **Services and Service Limited Warranty.** Any services provided to you by RSOL PC that are not within the scope of the Limited Warranty also are governed by this Agreement. For a period of ninety (90) days after services are performed, RSOL PC warrants that services provided by it were performed in a professional and workmanlike manner. If your problem recurs within the 90 service warranty period, RSOL PC will, at its option, (1) re-perform the services, (2) replace the product pursuant to the terms of this Agreement, (3) permit you to return the product and issue a refund pursuant to the terms of this Agreement, (4) refund the amount you paid for the services. 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.
6. **Instructions for Warranty Service.** For specific instructions on how to obtain warranty service for your product, you can reach Technical Support by going to www.rsolpc.com or you can call RSOL PC's Technical Support Hotline at the number listed on your RSOL PC product or under the “Contact Us” link at www.rsolpc.com. Please note that when contacting RSOL PC via telephone, long distance and other charges may apply, depending upon your calling area. Support methods are subject to change.

To obtain warranty service:

- You must assist RSOL PC in diagnosing issues with your product and follow RSOL PC's warranty processes.
- You must obtain warranty service from RSOL PC or an authorized service center specified by RSOL PC. RSOL PC will not reimburse you for service performed by others.
- You may be required to deliver and retrieve your product to and from RSOL PC or an authorized service facility specified by RSOL PC at your expense. When sending a product to RSOL PC or the authorized service facility specified by RSOL PC, you must deliver the product, freight prepaid, in either its original packaging or packaging affording an equal degree of protection. You are responsible for properly packaging your product, paying all shipping costs, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to an authorized RSOL PC service facility. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR RSOL PC PRODUCT DURING SHIPMENT TO US.**
- Before providing your product to RSOL PC for service, remove any confidential, proprietary or personal information, and removable media, such as floppy disks, CDs, or PC Cards.
- If RSOL PC asks you to return defective parts or products, you must do so within 7 days after you receive the replacement parts or products. RSOL PC will charge you for replacement parts or products if you fail to do so.
- **IT IS YOUR RESPONSIBILITY TO BACK UP THE CONTENTS OF YOUR HARD DRIVE BEFORE SERVICES ARE PERFORMED AND REMOVE ANY DATA FROM PARTS OR PRODUCTS RETURNED TO RSOL PC, INCLUDING ANY DATA YOU HAVE STORED OR SOFTWARE YOU HAVE INSTALLED ON THE HARD DRIVE. It is possible that the contents of your hard drive will be lost or reformatted in the course of service and RSOL PC will not be responsible for any damage to or loss of any programs,**

data, or other information stored on any media or any part of any product serviced. IF DURING THE REPAIR OF THE PRODUCT THE CONTENTS OF THE HARD DRIVE ARE ALTERED, DELETED, OR IN ANY WAY MODIFIED, RSOL PC IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA WHATSOEVER. YOUR PRODUCT WILL BE RETURNED TO YOU CONFIGURED AS ORIGINALLY PURCHASED (SUBJECT TO AVAILABILITY OF SOFTWARE).

- 7. Implied Warranties.** EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

- 8. Limitation of Liability.** RSOL PC SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. RSOL PC'S AND YOUR MAXIMUM LIABILITY TO THE OTHER IS LIMITED TO PURCHASE PRICE YOU PAID FOR PRODUCTS OR SERVICES PLUS INTEREST ALLOWED BY LAW. NEITHER YOU NOR RSOL PC IS LIABLE TO THE OTHER IF YOU OR IT ARE UNABLE TO PERFORM DUE TO EVENTS YOU OR IT ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD OR FOR VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This Limited Warranty gives you specific legal rights and you may have other rights which vary from state to state or jurisdiction to jurisdiction.

- 9. General.** RSOL PC may assign this Agreement and/or any associated service plan without your consent and without notice to you. If RSOL PC does assign this Agreement and/or any associated service plan, the assignee will assume all obligations to you, RSOL PC will be released of all obligations, and you agree to look solely to the assignee for the performance of all obligations under this Agreement and/or any associated service plan. RSOL PC and its subsidiaries and affiliates are intended beneficiaries of this Agreement. If there is any inconsistency between this Agreement and any other agreement included with or relating to products or services purchased from RSOL PC, this Agreement shall govern. This Agreement may not be modified, altered or amended without the written agreement of RSOL PC. Any additional or altered terms shall be null and void, unless expressly agreed to in writing by RSOL PC. If any term of this Agreement is illegal or unenforceable, the legality and enforceability of the remaining provisions shall not be affected or impaired. This Agreement shall be interpreted under the laws of the State of Florida, without giving effect to conflicts of law rules.

- 10. 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.

- 11. For Residents of Canada:** This Agreement is subject to the applicable provisions of Canadian consumer protection laws that cannot be derogated from by private agreement.

- 12. International Support:** You must comply with all applicable export laws and regulations if you export the product from the United States or Canada. RSOL PC does not accept for return any products purchased from a reseller. Customers outside the United States may be responsible for paying all freight charges incurred in shipping, importing/exporting and receiving replacement products and parts and for arranging and paying for the shipment of any defective part(s) back to the RSOL PC. All international customers are responsible for all customs duties, VAT and other associated taxes and charges.

Please send correspondence about this Agreement to:

RSOL PC SERVICES
Attn: Warranty Services
4554 North University Drive
Lauderhill, FL 33351

Current information on technical support and warranty policies, phone numbers and other service information is available on our web sites: www.rsolpc.com, www.rsolpc.net, www.ps3repairshop.com and www.browardpcrepair.com.

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