

Extended Warranty Agreement – BC200 + One Gateway 310

Sutus Inc. (“Sutus”) warrants to the original end-user customer (“Customer”) that the Sutus product for which this extended warranty was purchased shall be substantially free from defects in materials and workmanship under normal use for the extended coverage period purchased. The exclusive remedy and entire liability under this warranty will be for repair or replacement on a like-for-like basis at Sutus’ option.

1.1 Extended Warranty Period?

Extended Warranty purchases must be made prior to the expiry of your original manufacturer’s limited warranty (proof of original purchase is required). The Extended Warranty period will start upon the expiration of your original manufacturer’s limited warranty.

1.2 What is covered?

This Extended Warranty only covers product issues caused by defect in materials or workmanship during normal customer use. This Extended Warranty covers hardware only, is limited to the BC200 Server and the Gateway 310, and excludes add-on items and peripherals.

Sutus will, at its option, repair or replace products or parts determined to be defective with new or refurbished product parts (or technically equivalent products or parts). For purposes of this Extended Warranty, “refurbished” means a product or part that has been returned to its original specifications.

1.3 What is not covered?

This Extended Warranty does not cover product issues caused by any other reason, including but not limited to product issues due to a) misuse, neglect or accident; b) improper maintenance; c) limitations of technology; d) operation outside the product’s specification; e) failure to follow product instructions; f) modification of or to any part of the Sutus product and/or g) other acts beyond the reasonable control of Sutus.

This Extended Warranty does not cover any documentation, software fixes or upgrades, whether included/downloaded in the product, or acquired by the customer in any other way.

The Extended Warranty is void where (a) the serial number has been altered, removed or effaced; or (b) the product has been used in an application, country, region, locality, or connected to any network, other than those for which the product was intended to operate; (c) the product has been modified or repaired by anyone other than an authorised Sutus representative, or is repaired using unauthorised parts.

1.4 How to make an Extended Warranty Claim?

To initiate the extended warranty process, please call our Technical Support line at 866-291-0594. When making a Warranty claim, customer must provide: a) the Warranty number; b) the original proof of purchase (date of purchase); c) Your name, phone number and email address; d) the name of the end user company name; e) the serial number(s) of the equipment; f) the shipping destination for the replacement equipment; g) an explanation of the problem. The Technical Support Analyst will provide customer with a problem tracking number, which can be

used to check on the status of the warranty claim, and an RMA (Return Material Authorization) number with instructions for returning equipment to Sutus.

1.5 Advance Replacement:

Advance Replacement service provides prompt shipment of replacement equipment, in advance of faulty hardware being returned to Sutus. Sutus will ship, via standard overnight carrier or as fast as possible in regions where priority shipping methods are not available, any replacement products or parts once a Return Merchandise Authorization (“RMA”) has been issued by Technical Support. Any replacement Product provided under this warranty is subject to the same limitations and exclusions for the remainder of the warranty coverage period.

1.6 Shipping Charges:

Sutus will cover two-way shipping charges, for the advance replacement and the return of the faulty equipment, within North America only.

1.7 Returns of Faulty Equipment:

All RMA product and parts must be returned to Sutus within 30 business days of receiving the advance replacement product or parts. All returned goods must be shipped prepaid and clearly marked with an RMA number. Products are to be returned in their original packaging, the advance replacement product or parts packaging, or packaging affording an equal degree of protection. Returned goods will not be accepted by Sutus without a VALID SUTUS RMA Number.

1.8 Damages Exclusions and Limitations:

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, SUTUS WILL NOT BE LIABLE FOR.

- (A) LOST PROFITS, REVENUE, INTEREST, GOODWILL, LOSS OR CORRUPTION OF DATA OR FOR ANY LOSS OF OR INTERRUPTION TO BUSINESS;
- (B) COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES;
- (C) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS LICENSE (I) HOWEVER CAUSED OR ALLEGED TO BE CAUSED, (II) EVEN IF SUTUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (III) GROUNDED IN WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, CIVIL LIABILITY OR OTHER CAUSE OF ACTION OR CLAIM UNDER OR IN CONNECTION HEREWITH OR THE SUBJECT MATTER HEREOF, REGARDLESS OF WHETHER MADE IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION OR OTHER PROCEEDING OF ANY KIND (COLLECTIVELY, “CLAIM”); OR
- (D) ANY AMOUNT EXCEEDING THE AMOUNT ACTUALLY PAID OR PAYABLE FOR THE PRODUCT SUBJECT TO A CLAIM, REGARDLESS OF THE NATURE OF THE CLAIM.

1.9 Exclusion of Implied or Legal Warranties:

EXCEPT FOR THIS EXPRESS WARRANTY, ANY IMPLIED OR LEGAL WARRANTY, CONDITION OR REPRESENTATION OF QUALITY, MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE HEREBY EXCLUDED TO THE MAXIMUM EXTEND ALLOWED BY APPLICABLE LAW.

This Extended Warranty gives the customer specific legal rights and customer may have other rights which vary from jurisdiction to jurisdiction. To the extent any part of this warranty statement is inconsistent with such local law, that part shall be deemed modified to be consistent with such local law.