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LIMITED WARRANTY AND SUPPORT FOR GRUMAN CREATIONS PROFESSIONAL WORKSTATIONS

LENGTH OF WARRANTY PERIOD.

Gruman Creations, Inc. offers a warranty period of thirty (30) days , or one (1) year. The length of your warranty period (here under "Your Warranty Period") will be clearly noted on the Quote, and Receipt documentation that you will receive from Gruman Creations, Inc. The date printed on the Receipt will designate the day of original payment from the Client to Gruman Creations, Inc. Please refer to this documentation and verify the date of purchase on the Receipt before making any claim to Gruman Creations, Inc.

LIMITED WARRANTY

Gruman Creations, Inc. (here under "GC") warrants the hardware (but not the software) included in the original computer system, as listed on the GC Specification Sheet affixed to the inside cover of the system, to be free of defects in materials and workmanship, for Your Warranty Period from the day of original payment from the Client to GC. The Client must hold a receipt as proof of this purchase date. Beyond Your Warranty Period, all of the original system hardware listed on the GC Specification Sheet is covered by their respective manufacturer's warranties. Typically these manufacturer warranties extend to one (1) year, or three (3) years from the day of original payment depending on the manufacturer's policies. GC DOES NOT warrant its systems beyond Your Warranty Period, and cannot guarantee any manufacturer's warranty policy. Please consult those manufacturers for details on their warranties.

REPLACEMENT/REPAIR PARTS LIMITED WARRANTY

Replacement parts for GC systems are warranted against defects in materials and workmanship for Your Warranty Period from the day of original payment to GC from the Client.

TERMS OF GC LIMITED WARRANTIES

The above limited warranties are granted to the original customer end-user only and are non-transferable. Removal of hardware from a GC Professional Workstation and its use in a different system or configuration voids all applicable limited warranties. Any claims under these warranties must be made before the end of the applicable warranty period. During the applicable warranty period, if GC determines that a part or system is defective in material or workmanship, GC, at its sole discretion, will provide the customer with a replacement part or repaired system that is covered by the applicable warranty. In the event GC provides a replacement part, telephone technical assistance will be provided. The responsibility of GC is limited to the replacement of bad parts or the repair of the system at GC's location, either of which may be selected by GC at its sole discretion. The above limited warranties cover the use of a GC System under normal conditions. The above limited warranties do not cover functional interactions of a GC System with peripherals and add-ons not sold by GC.

DISCLAIMER

THE ABOVE LIMITED WARRANTIES DO NOT EXTEND TO ANY OTHER PRODUCTS NOT ORIGINALLY COMING FROM GC, NOT PURCHASED DIRECTLY FROM GC NOR FROM A GC AUTHORIZED COMPUTER DEALER.

EXCEPT AS SET FORTH ABOVE, GC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE. GC EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED HEREIN. IN THE EVENT A GC PRODUCT IS NOT FREE FROM DEFECTS AS WARRANTED ABOVE, YOUR SOLE REMEDY, AS THE PURCHASER, SHALL BE REPLACEMENT OR REPAIR AS PROVIDED ABOVE. CORRECTION OF NONCONFORMITY'S, IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE, SHALL CONSTITUTE FULFILLMENT OF ALL LIABILITIES OF GC TO THE PURCHASER, WHETHER BASED ON CONTRACT, NEGLIGENCE, OR OTHERWISE WITH RESPECT TO, OR ARISING OUT OF, SUCH EQUIPMENT.

UNDER NO CIRCUMSTANCES WILL GC BE LIABLE TO THE PURCHASER, OR TO ANY DIRECT OR INDIRECT USER, FOR ANY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS OR OTHER DIRECT AND INDIRECT DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE ANY GC PRODUCT.

THE ABOVE LIMITED WARRANTIES ARE VOID IF THE GC SYSTEM HAS BEEN DAMAGED, ALTERED OR RENDERED DEFECTIVE IN ANY WAY, BY, BUT NOT LIMITED TO:

- A): ACCIDENTS, MISUSE OR ABUSE, INCLUDING HAZARDOUS ENVIRONMENTAL OPERATION OR EXCEEDING GC ENVIRONMENTAL SPECIFICATIONS OR SHIPPING;
- B): INTERNAL CONNECTION WITH PARTS NOT MANUFACTURED OR SOLD BY GC;
- C): MODIFICATION, SCRATCHING, DEFACING, LABELING, OR MARKINGS OF ANY KIND;
- D): SERVICE OR MODIFICATIONS BY ANYONE OTHER THAN GC OR AN AUTHORIZED GC THIRD-PARTY SERVICE PROVIDER, WITHOUT GC PROPER TECHNICAL AUTHORIZATION AND GUIDANCE;
- E): DAMAGES DETERMINED BY GC TO HAVE BEEN CAUSED BY CUSTOMER;
- F): DAMAGES CAUSED BY FIRE, FLOOD, EARTHQUAKES, LIGHTING, IMMERSION, SPILLED LIQUIDS, FALLS, WINDS OR IMPACT WITH OTHER OBJECTS, WAR, RADIATION AND OTHER "ACTS OF GOD".
- G): DAMAGES OR LOSS OF ANY KIND CAUSED BY THIRD PARTY SOFTWARE OR HARDWARE.
- H): DAMAGES CAUSED BY FAILURE TO PROVIDE A SAFE AND SUITABLE INSTALLATION ENVIRONMENT.

WARRANTY & SERVICE CLAIM PROCEDURES

To claim service pursuant to the above GC Limited Warranty, you, the Purchaser, must comply with the following condition:

PROOF OF PURCHASE WITHIN YOUR WARRANTY PERIOD: The purchaser has to be able to show the original purchase receipt, from GC, with a purchase date that is within Your Warranty Period from the date of requested warranty service.

RETURN AUTHORIZATION NUMBER: The purchaser must obtain and send back signed, by fax, mail, or e-mail image of scanned document, a valid Return Authorization Number (RMA) form from GC tech support. Such RMA form will describe the requested replacement part(s), its retail value and the customer promise to return the faulty part(s) within 10 days from receiving the replacement part(s). Any merchandise sent back without a valid GC RMA number will be rejected and no replacement part(s) can be sent to the customer without a valid and signed RMA form received from the client.

ORIGINAL SHIPPING CONTAINERS: The purchaser must have the merchandise shipped using the original GC packing material. Use of non-original packing material sent back might void the warranty status.

PREPAID SHIPPING & INSURANCE: The purchaser must supply the merchandise back with prepaid freight and proper insurance. For any merchandise sent freight-collect, GC will charge the Customer the freight cost and handling fees.

ADDITIONAL WARRANTY INFORMATION:

The purchaser may request further information on how to obtain warranty service by contacting the GC Customer Service & Support at: 1-563-586-2056, e-mail to support@grumancreations.com, or by writing to: Gruman Creations, Customer Service, 1148 Elm Lane, Harpers Ferry, IA 52146, USA.

GC TECHNICAL SUPPORT

GC provides telephone technical support with respect to installation and configuration of hardware products included in the original GC System purchased from GC for the duration of the specified limited warranty period. GC also provides telephone technical support service with respect to the configuration of GC-installed software for the duration of the same limited warranty period from the date of receipt to the original customer.

GC TECHNICAL SUPPORT CLAIM PROCEDURE

In order to receive GC technical support, the Customer has to produce the serial number of the GC System he/she is requesting technical support for, to allow the GC technician to verify the original GC configuration of the system. A copy of the original quote, GC Specification Sheet, or payment receipt can be requested at GC's discretion to verify the warranty and original configuration. For the best quality of service, GC requires the Customer to call while at the GC System he/she is requesting support for, and to be capable of interacting with it while on the phone, and take quick notes on how to proceed in the resolution of their hardware problems. Special technical support services are available for sale, to GC customers, at the GC site and are not included in the standard free tech support. Such services include: re-load and re-configuration of operating systems; integration with third parties peripherals; GC System hardware upgrades. Please consult your GC representative for details.

CONDITIONS AND TERMS OF SALE

The sale of GC (herewith: the Seller) products is subject to the terms and conditions stated herein, which shall replace any conditions and terms that are issued by the customer.

DOCUMENTS ISSUED BY A CUSTOMER STATING ADDITIONAL, CONFLICTING, OR DIFFERENT TERMS ARE HEREBY REJECTED BY THE SELLER, ARE TO BE ENTIRELY INAPPLICABLE TO ANY SALE STATED HEREIN AND SHALL NOT BIND THE SELLER IN ANY WAY.

Title to products shall be transferred from seller to buyer upon shipment from seller's location. Customer shall pay the entire amount stated on the seller's quote, which includes Iowa sales tax (if applicable), and shipping and handling charges. Payment shall be made by credit card or electronic transfer through the PayPal link provided on the seller's quote sheet, or by check. In case of check payment, ordering of components and Custom assembly of the GC system will not begin until the check has cleared the Bank and funds are available in the GC account. Any dishonored checks will face a \$20.00 service charge. Unless otherwise stated by the seller, the prices given do not include any sale, excise, federal, state,

local, or other similar taxes. If duties are applied to the products provided by the seller, it shall be the sole responsibility of the customer to pay such taxes.

Any unforeseen circumstances that occur without the fault of the seller, natural or unnatural, which include but are not limited to acts of God, earthquakes, flood, fire, late deliveries by suppliers or other difficulties which arise shall completely relinquish sellers liability for any delay in performance.

During product scarceness or production delay the seller may allot deliveries and sales at its sole discretion.

Customer is responsible for backing-up customer's hard-drive prior to return for repair or replacement. Any loss of data occurring during shipping, repair or replacement shall not be the responsibility of the seller.

The software included in this sale is under the protection of all Copyright laws and international treaty provisions. Computers that are sold equipped with software are issued a license to use the software on the system that it was installed. Any transfer of license to use the software must accompany a transfer of ownership of the computer to the new software user. Any backup copies of the software must be destroyed after seller transfers ownership of the computer to the purchaser. It is the responsibility of the purchaser to create backup copies of the software and comply with any applicable software license agreement and Copyright laws.

THERE IS ABSOLUTELY NO WARRANTY ON THE SALE OF SOFTWARE; ALL SOFTWARE IS SOLD AS RECEIVED FROM THE SOFTWARE MANUFACTURER.

Unless the President of GC gives prior written approval, seller's products are not to be used as critical components in life support systems. Critical components can be considered parts of a life support system whose failure to perform could result in the breakdown of a life support system. Life support systems can be considered instruments whose nonperformance can be reasonably expected to result in considerable harm to the user.

The State of Iowa, County of Allamakee, maintains governing power over this agreement. Customer acknowledges that Iowa courts have jurisdiction over this agreement and that any and all disputes that arise shall be settled in Iowa County of Allamakee.

These written agreements supersede and replace any prior or contemporaneous agreements. It will be binding on the heirs and successors of the parties hereto. If any section of this agreement is found to be invalid, the remainder of the agreement shall remain intact and in full force.

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