ONE YEAR PERSONAL SERVER COMPUTER LIMITED WARRANTIES

Pexus LLC provides a 30-Day Money Back Guarantee (not including shipping, handling and rush service fees) and the following limited warranty. This limited warranty extends only to the original purchaser.

Limited Warranty on Pexus LLC PERSONAL COMPUTER SYSTEM

Pexus LLC warrants this product and its parts* against defects in materials or workmanship for <u>one(1)</u> <u>year labor and one(1) year parts</u> from the original date of invoice. During this period, Pexus LLC will repair defective parts with new or reconditioned parts at Pexus LLC option, without charge to you. All original parts replaced by Pexus LLC or its authorized service centers, become the property of Pexus LLC. You are responsible for the payment, at current rates, for any service or repair outside the scope of this limited warranty.

Pexus LLC, makes no other warranty, either express or implied, including but not limited to an implied warranties of merchantability, fitness for a particular purpose, or conformity to any representation or description, with respect to this personal server computer system other than as set forth below. Pexus LLC makes no warranty or representation, either express or implied, with respect to any other manufacturer's product or documentation, its quality, performance, merchantability, fitness for a particular purpose, or conformity to any representation or description.

PEXUS LLC WILL NOT BE LIABLE FOR ANY DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISUSING THIS PERSONAL SERVER COMPUTER SYSTEM AND SOFTWARE. IN NO EVENT SHALL PEXUS LLC BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OR IN CONNECTION WITH THE PERSONAL SERVER COMPUTER SYSTEM AND SOFTWARE OR THE USE OR OTHER DEALINGS IN THE PERSONAL SERVER COMPUTER SYSTEM AND SOFTWARE. THE ENTIRE RISK ARISING OUT OF THE USE PERFORMANCE OF THE PERSONAL SERVER COMPUTER SYSTEM AND SOFTWARE AND DOCUMENTATION REMAINS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PEXUS LLC OR ITS SUPPLIERS BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER, PECUNIARY LOSS) ARISING OUT OF THE OR INABILITY TO USE THE PERSONAL SERVER COMPUTER SYSTEM SOFTWARE, EVEN IF PEXUS LLC HAS BEEN ADVISED OF SUCH DAMAGES.

Except as provided below, Pexus LLC is not liable for any loss, cost, expense, inconvenience or damage that may result from use or inability to use the personal server computer system. Under no circumstances shall Pexus LLC be liable for any loss, cost, expense, inconvenience or damage exceeding the purchase price of the computer. The warranty and remedies set forth below are exclusive and in lieu of all others, oral or written, expressed or implied. No reseller, agent or employee is authorized to make any modification, extension or addition to this warranty.

Warranty Conditions

The above Limited Warranty is subject to the following conditions:

- 1. This warranty extends only to products distributed or sold by Pexus LLC is effective only if the products are purchased and operated in the USA. (Within the USA including US 48 States, Alaska and Hawaii.)
- 2. This warranty covers only normal use of the personal server computer system. Pexus LLC shall not be liable under this warranty if any damage or defect results from (i) misuse, abuse, neglect, improper shipping or installation; (ii) disasters such as fire, flood, lightning or improper electric current; or (iii) service or alteration by anyone other than an authorized Pexus LLC representative.
- 3. In the event that your personal server computer system is returned to Pexus LLC for repair should no defect in materials or workmanship is found; you will be responsible for return shipping and current labor charges.
- 4. You must retain your bill of sale or other proof of purchase to receive warranty service.
- 5. The personal server computer system's serial number must be untampered with and clearly identifiable.
- 6. No warranty extension will be granted for any replacement part(s) furnished to the purchaser in fulfillment of this warranty.
- 7. Pexus LLC and its Authorized Service Centers accept no responsibility for any software programs, data or information stored on any media or any parts of any products returned for repair to Pexus LLC, it's dealer, distributors, resellers, or Authorized Service Centers.
- 8. This warranty does not cover any third party software or virus related problems.
- 9. Pexus LLC makes no warranty either expressed or implied regarding third-party (non-Pexus LLC) software.
- 10. 30-day money back guarantee does not include opened software, parts, special order merchandise and shipping & handling fees.

Procedures for Obtaining Warranty Service

RMA (Returning Merchandise Authorization) Policy:

If repairs are required, the customer must obtain a RMA number and provide proof of purchase. RMA and services are rendered by Pexus LLC or Authorized Service Centers only. Any shipping costs on any item returned for repair are the customers' responsibility. All returned parts must have a RMA number written clearly on the outside of the package along with a letter detailing the problems and a copy of the original proof of purchase. No COD packages will be accepted. No package will be accepted without a RMA number written on the outside of the package. RMA numbers are only valid for 30 days from the date of issue.

Should you have any problems with your personal server computer system, please follow these procedures to obtain the service:

- 1. If the personal server computer system must be repaired, a RMA number (Return Merchandise Authorization Number) will be issued for shipment to our repair depot. Please use the form at: https://store.pexus.net/index.php?route=account/return/insert to request an RMA number.
- Pack the computer in its original box or a well-protected box, as outline in the Packing
 Instructions. Pexus LLC will not be responsible for shipping damage. It is very important that you
 write the RMA number clearly outside the package. Pexus LLC will not pay for return shipping

costs. Ship the computer with a copy of your bill of sales or other proof of purchase, your name, address, phone number, description of the problem(s), and the RMA number you have obtained to:

Pexus LLC	
RMA#	
10204 Vaquero Tr, Austin,	TX 78759

- 3. Upon receiving the computer, Pexus LLC will repair or replace your computer (at Pexus LLC's discretion) and will ship it back to you within 30 business days via FedEx/UPS.
- 4. You will be responsible for shipping charges to Pexus LLC. In the event that no hardware problems can be found with your computer, you will be responsible for return shipping costs as well as a \$100 labor fee. You must pay this fee before we can ship your computer back to you. Refer to the Product Return Agreement at the end of this manual.

After One-Year Warranty – Post Warranty Repair

For post warranty repair, the procedure is the same however; you are responsible for shipping charges both way, current labor (rate per hour), and the current price of part(s) used in repair.

Technical Support:

Our Web address: https://support.pexus.net/

· E-mail for Technical Support: support@pexus.com

Contact:

· Phone#: 1-888-950-4442

This product is warranted to the original purchaser against any defects in materials and/or workmanship. This warranty applies only to computers and components originally configured and manufactured by Pexus LLC.

Shipping Instructions

Pexus LLC advises shipping the computer in the original box and packing materials. If the original box and materials are no longer available, please call your shipper to receive specifications for shipping a package through them. We recommend UPS, FedEx or any other shipping company that uses tracking technology.

YOUR RMA NUMBER MUST BE CLEARLY MARKED ON THE OUTSIDE OF THE BOX OR PACKAGE. TAPE A NOTE TO THE SIDE OF YOUR COMPUTER, INSIDE THE BOX OR PACKAGE. THIS NOTE SHOULD INCLUDED: YOUR FULL NAME, ADDRESS, RMA NUMBER, DAYTIME PHONE NUMBER AND PROBLEM(S) DESCRIPTION.

When you ship your Pexus LLC product in for repair or credit, Pexus LLC is not liable or responsible for freight damage. It is recommended that you insure the package in the event that your Pexus LLC product is received freight damaged, you may be able to file a claim with your shipper.

If you have any question regarding to this limited warranty, please E-mail to us at: support@Pexus.com.

Pexus LLC reserves the right to change this limited warranty without any further notice.