

## WARRANTIES:

### A) Introduction:

Dymin Systems or "Dymin"-branded hardware products come with either a 30-day limited warranty, 90-day limited warranty, a one-year limited warranty, or a three-year limited warranty. The information below is a description of Dymin's 30-day, 90-day, one-year, and three-year limited warranties for systems purchased in the United States. The limited warranty covering your system will be noted on your invoice and included in the documentation accompanying your system. You may be asked to present a valid receipt for warranty service.

### GENERAL:

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DYMIN'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

DYMIN DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. THE CLIENT IS SOLELY RESPONSIBLE FOR BACKING UP THEIR DATA AND CRITICAL INFORMATION BEFORE IT IS SERVICED BY DYMIN OR A DYMIN CERTIFIED TECHNICIAN.

NOTE: This information applies to the United States only, unless specifically stated otherwise.

### 1) 30-Day DOA Limited Warranty (United States Only)

Dymin Systems Inc. ("Dymin") manufactures or resells its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. On occasion this warranty may be applied to used or slightly used parts or systems. All used parts and equipment except "bargain bin" items are subject to a DOA (Dead On Arrival) parts warranty only. DOA warranty means that Dymin will warrant the merchandise sold with this warranty to work for the term of the warranty period. The term "work" is subjective and will be at Dymin's sole discretion to determine on behalf of the customer. A defective part or system will only be replaced if it is determined by Dymin technicians to be totally unusable to the customer. However, specific quality issues or individual parts may not be subject to replacement under the terms of this warranty. Dymin warrants that all new equipment and products it manufactures and resells will be free from defects in overall materials and workmanship. The warranty term is 30-days beginning on the date of invoice, as further described below.

Damage due to shipping the products to you is covered under this warranty. Damage in transition from customer pickups or Dymin Technician Deliveries is not covered under this warranty. Further, this warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dymin, usage not in accordance with product instructions, "acts of God" (ie, lightning strikes), failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dymin or its affiliates.

This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices; accessories or parts added to a Dymin system after the system is shipped or delivered from Dymin; or accessories or parts that are not installed in the Dymin factory. Monitors, keyboards, and mice that are included on Dymin's standard price list, and specifically purchased through Dymin Systems are covered under this warranty; all other monitors, keyboards, and mice are not covered.

Dymin will repair or replace products returned to Dymin's repair facility or as delivered by a Dymin Certified Technician (DCT). To request warranty service, you must call Dymin within the warranty period, or you may stop in to a Dymin Systems Branch. The customer is responsible for shipping and/or delivery to a Dymin systems repair facility for warranty service. Dymin Warranties are NOT transferable. Warranty service is only available to the original purchaser and only within the original warranty period. Warranties will not be extended past the original warranty period regardless of the number of warranty repairs. However, after 3 valid warranty repairs within the warranty period, the customer may be eligible for a replacement for the defective merchandise. (See the REPLACEMENT section of this document). A valid receipt

or invoice may be required to claim warranty service. Refer to your original invoice to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, you may be asked to bring the system to our repair facility, or you may request a Dymin Certified Technician to come to your site; which may or may not be subject to a fee. All products must be returned to Dymin in their original or equivalent packaging. Dymin will repair and cover all warranty items, the repaired or replacement products may be picked up at the Dymin Systems branch it was dropped off at during normal business hours, or for a fee a technician will deliver the product back to your site.

You accept full responsibility for your software and data. Dymin is not required to advise or remind you of appropriate backup and other procedures. Service work you have performed on your system that is not performed or authorized by a Dymin Certified Technician may nullify the terms and conditions of this warranty. Dymin will perform necessary repairs on a non-warranty basis in this case, but the repairs may be subject to regular repair rates.

Dymin owns all parts removed from repaired products. Dymin may use new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dymin repairs or replaces a product, its warranty term is not extended.

These provisions apply to Dymin's 30-day limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.

## 2) 90-Day Limited Warranty (United States Only)

Dymin Systems Inc. ("Dymin") manufactures or resells its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dymin warrants that the hardware products it manufactures and resells will be free from defects in materials and workmanship. The warranty term is one year beginning on the date of invoice, as further described below.

Damage due to shipping the products to you is covered under this warranty. Otherwise, this warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dymin, usage not in accordance with product instructions, "acts of God" (ie, lightning strikes), failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dymin or its affiliates (namely Short Circuit Printing & Supply).

This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices; accessories or parts added to a Dymin system after the system is shipped or delivered from Dymin; or accessories or parts that are not installed in the Dymin factory. Monitors, keyboards, and mice that are included on Dymin's standard price list, and specifically purchased through Dymin Systems are covered under this warranty; all other monitors, keyboards, and mice are not covered.

Dymin will repair or replace products returned to Dymin's repair facility or as delivered by a Dymin Certified Technician (DCT). To request warranty service, you must call Dymin within the warranty period, or you may stop in to a Dymin Systems Branch. The customer is responsible for shipping and/or delivery to a Dymin systems repair facility for warranty service. Dymin Warranties are NOT transferable. Warranty service is only available to the original purchaser and only within the original warranty period. Warranties will not be extended past the original warranty period regardless of the number of warranty repairs. However, after 3 valid warranty repairs within the warranty period, the customer may be eligible for a replacement for the defective merchandise. (See the REPLACEMENT section of this warranty). A valid receipt or invoice may be required to claim warranty service. Refer to your original invoice to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, you may be asked to bring the system to our repair facility, or you may request a Dymin Certified Technician to come to your site; which will be subject to a standard on-site fee. All products must be returned to Dymin in their original or equivalent packaging. Dymin will repair and cover all warranty items, the repaired or replacement products may be picked up at the Dymin Systems branch it was dropped off at during normal business hours, or for a fee a technician will deliver the product back to your site.

You accept full responsibility for your software and data. Dymin is not required to advise or remind you of appropriate backup and other procedures. Any service work you have performed on your system that is not performed by a Dymin Certified Technician will nullify all terms and conditions of this warranty. Dymin will perform necessary repairs on a non-warranty basis in this case, but the repairs will be subject to regular repair rates.

Dymin owns all parts removed from repaired products. Dymin may use new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dymin repairs or replaces a product, its warranty term is not extended.

These provisions apply to Dymin's 90-Day limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.

### 3) One-Year Limited Warranty (United States Only)

Dymin Systems Inc. ("Dymin") manufactures or resells its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dymin warrants that the hardware products it manufactures and resells will be free from defects in materials and workmanship. The warranty term is one year beginning on the date of invoice, as further described below.

Damage due to shipping the products to you is covered under this warranty. Otherwise, this warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dymin, usage not in accordance with product instructions, "acts of God" (ie, lightning strikes), failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dymin or its affiliates (namely Short Circuit Printing & Supply).

This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices; accessories or parts added to a Dymin system after the system is shipped or delivered from Dymin; or accessories or parts that are not installed in the Dymin factory. Monitors, keyboards, and mice that are included on Dymin's standard price list, and specifically purchased through Dymin Systems are covered under this warranty; all other monitors, keyboards, and mice are not covered.

Dymin will repair or replace products returned to Dymin's repair facility or as delivered by a Dymin Certified Technician (DCT). To request warranty service, you must call Dymin within the warranty period, or you may stop in to a Dymin Systems Branch. The customer is responsible for shipping and/or delivery to a Dymin systems repair facility for warranty service. Dymin Warranties are NOT transferable. Warranty service is only available to the original purchaser and only within the original warranty period. In certain circumstances, the manufacturer of a component sold by Dymin will have a warranty which extends beyond Dymin's warranty period. It is the customer's option to contact the manufacturer directly for warranty repair or replacement. Alternatively, and upon request by the customer, Dymin will verify extended manufacturer warranty status and offer to process the warranty with the manufacturer directly and as a courtesy when the customer agrees to the shipping and packing charge(s) in advance. Dymin warranties will not be extended past the original warranty period regardless of the number of warranty repairs within the original warranty period. However, after 3 valid warranty repairs within the warranty period, the customer may be eligible for a replacement for the defective merchandise. (See the REPLACEMENT section of this document). A valid receipt or invoice may be required to claim warranty service. Refer to your original invoice to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, you may be asked to bring the system to our repair facility, or you may request a Dymin Certified Technician to come to your site; which will be subject to a standard on-site fee. All products must be returned to Dymin in their original or equivalent packaging. Dymin will repair and cover all warranty items, the repaired or replacement products may be picked up at the Dymin Systems branch it was dropped off at during normal business hours, or for a fee a technician will deliver the product back to your site.

You accept full responsibility for your software and data. Dymin is not required to advise or remind you of appropriate backup and other procedures. Any service work you have performed on your system that is not performed by a Dymin Certified Technician will nullify all terms and conditions of this warranty. Dymin will perform necessary repairs on a non-warranty basis in this case, but the repairs will be subject to regular repair rates.

Dymin owns all parts removed from repaired products. Dymin may use new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dymin repairs or replaces a product, its warranty term is not extended.

These provisions apply to Dymin's one-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.

### 4) Three-Year Limited Warranty (United States Only)

Dymin Systems Inc. ("Dymin") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dymin warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The warranty term is three years beginning on the date of invoice, as further described below. Three year warranties are available for purchase at the point of sale, or within 168 hours (7 days) of said original purchase.

Damage due to shipping the products to you is covered under this warranty. Otherwise, this warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dymin, usage not in accordance with product instructions, "acts of God" (ie, lightning strikes), failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dymin or its affiliates (namely Short Circuit Printing & Supply).

This warranty does not cover any items that are in one or more of the following categories: software; sound cards; speakers; external devices; accessories or parts added to a Dymin system after the system is shipped or delivered from

Dymin; or accessories or parts that are not installed in the Dymin factory. Monitors, keyboards, and mice that are included on Dymin's standard price list, and specifically purchased through Dymin Systems are covered under this warranty; all other monitors, keyboards, and mice are not covered.

#### Limited Warranty Coverage During Year One (United States Only)

During the one-year period beginning on the invoice date, Dymin will repair or replace products returned to Dymin's repair facility or as delivered by a Dymin Certified Technician (DCT). To request warranty service, you must call Dymin within the warranty period, or you may stop in to a Dymin Systems Branch. The customer is responsible for shipping and/or delivery to a Dymin Systems repair facility for warranty service. Dymin Warranties are NOT transferable. Warranty service is only available to the original purchaser and only within the original warranty period. Warranties will not be extended past the original warranty period regardless of the number of warranty repairs. However, after 3 valid warranty repairs within the warranty period, the customer may be eligible for a replacement for the defective merchandise. (See the REPLACEMENT section of this document). A valid receipt or invoice may be required to claim warranty service. Refer to your original invoice to find the appropriate telephone number for obtaining customer assistance. If warranty service is required, you may be asked to bring the system to our repair facility, or you may request a Dymin Certified Technician to come to your site; which may or may not be subject to a fee. All products must be returned to Dymin in their original or equivalent packaging. Dymin will repair and cover all warranty items, the repaired or replacement products may be picked up at the Dymin Systems branch it was dropped off at during normal business hours, or for a fee a technician will deliver the product back to your site.

Dymin owns all parts removed from repaired products. Dymin uses both new and reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If Dymin repairs or replaces a product, its warranty term is not extended.

#### Limited Warranty Coverage During Years Two and Three (United States Only)

During the second and third years of this limited warranty, Dymin will provide, on an exchange basis, replacement parts for the Dymin hardware product(s) covered under this limited warranty when a part requires replacement. You must report each instance of hardware failure to a Dymin Certified Technician in advance to obtain Dymin's concurrence that a part should be replaced and to have Dymin ship or install the replacement part. Replacement parts are new or reconditioned. Dymin may provide replacement parts made by various manufacturers when supplying parts to you. The warranty term for a replacement part is the remainder of the limited warranty term.

You accept full responsibility for your software and data. Dymin is not required to advise or remind you of appropriate backup and other procedures. Any service work you have performed on your system that is not performed by a Dymin Certified Technician will nullify all terms and conditions of this warranty. Dymin will perform necessary repairs on a non-warranty basis in this case, but the repairs will be subject to regular repair rates.

These provisions apply to Dymin's three-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site corporate service contract for your company if any.

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#### "Total System Satisfaction" Return Policy (United States Only)

If you bought new products directly from a Dymin company, you may return them to Dymin up to 14 days from the date of the invoice for a complete in store credit refund of the purchase price or a cash refund less a 15% restocking fee. The refund or credit will not include any shipping and handling charges shown on your invoice. Please consult the person in your company that is the liaison with Dymin for more information on Company Return Policies. To return products, you must call a Dymin Certified Technician; refer to your invoice for further information. You must ship the products to Dymin in their original packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. You may return software for refund or credit only if the sealed package containing the diskettes is unopened. Returned products must be in as-new or as-shipped condition, and all of the manuals, diskettes, power cables, and other items included with a product must be returned with it. No software may be returned if the product has been opened, registered, activated, or otherwise tied to the end user. Microsoft Windows XP™, Office XP™, and similar activation based products **MAY UNDER NO CIRCUMSTANCES BE RETURNED.**

#### REPLACEMENT:

To petition Dymin Systems for replacement, the customer needs to write a letter addressed to Customer Service outlining the request for replacement and the reasons behind the request. A copy of the original invoice, as well as each invoice and work order obtained during the repairs needs to be included in the letter. A Customer Service representative will contact you upon receipt of the proper requirements for replacement. Please allow up to 10 business days for a reply from Customer Service. If a replacement part or system is granted, you may be asked to return your original system or part with all disks and software licenses before the replacement can be granted. Replacement of defective merchandise does not extend the original warranty period sold with the system or part.