

Limited Warranty Information of CybertronPC

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CybertronPC manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Before shipping a computer system, CybertronPC 'burns-in' the system continuously for a period of at least 24 hours and runs each system through a very thorough Quality Assurance check list, making sure that everything is functioning properly.

WHAT IS COVERED -- CybertronPC warrants that the hardware products it sells are free from defects in materials and workmanship. This warranty also covers damage due to shipping of products to you. This warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, acts of third parties, servicing not authorized by CybertronPC, usage not in accordance to normal use, failure to perform preventative maintenance, including but not limited to backups, and problems caused by use of software, parts and components not supplied by CybertronPC.

This warranty does not cover software, external devices; accessories or other parts added to a CybertronPC system after the system is shipped from CybertronPC; or accessories or parts that are not installed in the CybertronPC factory. Monitors, keyboards and mice that are on the original sales invoice from CybertronPC are covered; all other monitors, keyboards and mice are not covered.

LENGTH OF WARRANTY – The warranty term for new desktop computer systems purchased from CybertronPC is (1) year beginning on the date of the sales invoice, as further described below. Motherboard, CPU and RAM came with the new desktop system, parts and upgrades sold separately from the computer system carry a (1) year term as further described below. Notebook computers sold by CybertronPC carry a (1) year warranty.

"DEAD ON ARRIVAL" REPLACEMENT OR REFUND POLICY – CybertronPC has a special policy for all new product purchased from CybertronPC that fails to work properly upon delivery. If a system purchased from CybertronPC is deemed to be dead on arrival by CybertronPC and is within the first 10 days from the date on the sales invoice, then the customer is eligible for a replacement system or a refund. For information about obtaining an RMA request please visit our web site at <http://support.cybertronpc.com/>. **Note that after the first 10 days from the date on the sales invoice a 15% restocking fee will apply for all refunds. No refunds will be issued at all after the first 30 days from the sales invoice date.** Shipping and handling fees are non-refundable.

IF YOU HAVE A PROBLEM COVERED BY THIS WARRANTY -- Upon CybertronPC's consent, CybertronPC will repair or replace products returned, in their original or equivalent packaging, to CybertronPC's facility. To request warranty service, you must call within the applicable warranty period. In order to obtain a RMA you must first speak with our Technical Support Team, they can be reached at the number listed above. They will then take you through the steps of obtaining an RMA if deemed necessary. Please have your invoice number, date of purchase, and a description of the problem ready when you call. Once your warranty period is verified and you have gone through all of the necessary trouble-shooting, CybertronPC will then issue you an RMA number. The RMA number must be written clearly on the return label or the package will be refused. Product that is not defective will be returned to the sender with C.O.D. freight charges collect. You must ship the product; shipping charges prepaid and insure the shipment or accept the risk of loss or damage during shipment. CybertronPC will ship the repaired or replacement products to you prepaid if you use an address in the U.S. (excluding Puerto Rico and U.S. possessions). Shipments to other locations will be freight collect.

SHIPPING YOUR SYSTEM – Ship the product back to CybertronPC in the original or equivalent packaging. Clearly mark the RMA number on the label for return, preferably directly below the company name, such as RMA-XXXXX. All returns for exchange or refund must be complete with all of the components, manuals, cables, and static bags, just as you received it. If the product is not returned in its entirety then you will be charged for the missing items.

NOTE: Before you ship the product (s) to CybertronPC, we recommend that you back up the data on the hard-disk drive (s) and any other storage device (s) in the product (s). Remove any removable media, such as diskettes, CD's, or PC Cards. If you have any questions please call CybertronPC for technical assistance.

REPAIR OF YOUR SYSTEM – CybertronPC owns any and all parts removed from the repaired products. CybertronPC uses new and or reconditioned parts made by various manufacturers in performing warranty repairs and building replacement products. If CybertronPC repairs or replaces a product, the warranty term is not extended.

CROSS-SHIPMENTS – CybertronPC will ship replacement product before receipt or returned products with in the first 30 days from the date on the invoice, subject to the above warranty provisions, only at CybertronPC's discretion, and when the cross-shipment is guaranteed by credit card or other applicable credit arrangement.

SHIPPING DAMAGE AND DISCREPANCIES – If you receive your order with incorrect or missing components, you must notify CybertronPC within 10 days of receipt. In the event of shipping damage, notify the shipping carrier immediately and request a damage report, and also notify CybertronPC immediately at the number listed above.

THIS WARRANTY GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS UNDER THE LAWS OF THE UNITED STATES OR YOUR STATE. CYBERTONPC'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 MECHANABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE ONE-YEAR WARRANTY PERIOD, AND NO WARRWNTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISTCTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THAT THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

CYBERTRONPC SHALL NOT BE LIABLE BEYOND THE REMEDIES SET FORTH IN THIS WARRANTY STATEMENT AND SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LIABILITY FOR PRODUCTS NOT AVAILABLE FOR USE, OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISTCTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCEDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION WILL NOT APPLY TO YOU.

PLEASE REMEMBER: You are responsible for your software and data. CybertronPC is not required to advise or remind you of appropriate backup and other procedures.