Quantum Lifecycle Partners USA LLC ("QLP") Advance Replacement Limited Warranty (Domestic)

IF YOU HAVE PURCHASED QLP'S LIMITED WARRANTY FOR YOUR EQUIPMENT, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS.

WHAT IS THE TIME PERIOD FOR THE LIMITED WARRANTY?

The time period for your Limited Warranty ("Warranty Period") will be as listed on the applicable QLP Schedule, Price Quotation or Proposal Letter.

WHAT DOES THE LIMITED WARRANTY COVER?

This Limited Warranty covers defects in materials and workmanship in your Equipment when used in accordance with the manufacturer's published specifications, user manuals or other manufacturer instructions ("Published Guidelines"). As part of this Limited Warranty, QLP will also provide technical assistance via telephone to answer questions which may arise during initial setup of the Equipment.

WHAT IS NOT COVERED BY THE LIMITED WARRANTY?

This Limited Warranty does not cover: (a) software, including operating system and software added to the Equipment; (b) Equipment with missing or altered serial numbers; (c) defects as a result of normal wear and tear; (d) damage caused by accident, abuse, misuse, electrical power or other external causes; (e) damage caused by operating the Equipment outside of Published Guidelines or failure to perform preventative maintenance; (f) damage caused by service not performed or authorized by QLP; (g) consumable parts or accessories; or (h) Equipment for which QLP has not received payment from you.

QLP'S RESPONSIBILITY UNDER A LIMITED WARRANTY CLAIM.

If you submit a claim during the Warranty Period and QLP determines that the Equipment is defective, QLP will, at its option: (a) replace the Equipment or any component of the Equipment with the same or an upgraded device; or (b) exchange the Equipment for a credit equal to your purchase price. Any replacement will assume the remaining Warranty Period from the date of the replacement. Replacements become your property and the replaced or refunded Equipment becomes QLP's property.

If QLP determines that the problem with the Equipment is not covered by this Limited Warranty, QLP will invoice you for the cost of any replacement Equipment. QLP may void this Limited Warranty if you do not return the Equipment in accordance with QLP's Return Policy (available at https://quantumlifecycle.com/en_US/agreements-warranty).

Certain circumstances may require QLP to upgrade your hard drive capacity on your original order. QLP IS NOT RESPONSIBLE TO SUPPLY THE SAME UPGRADED HARD DRIVE ON A REPLACEMENT ORDER OR A REPLACEMENT HARD DRIVE. YOU WILL RECEIVE THE SAME SIZE HARD DRIVE AS YOUR ORIGINAL CONFIGURATION ON YOUR ORIGINAL ORDER UNLESS OTHERWISE SPECIFIED BY QLP.

YOUR RESPONSIBILITIES.

To assist QLP in your Limited Warranty claim, QLP may call or email you regarding questions designed to assist with diagnosing the problem. If QLP requires your participation in the diagnosis of the problem and you are unwilling to assist, QLP will not be obligated to provide this Limited Warranty. You are responsible for maintaining a backup copy of all data and removing all information, including personal information that you want to protect or maintain. IN NO EVENT WILL QLP OR ITS AGENTS BE RESPONSIBLE FOR ANY LOSS OF DATA, SOFTWARE, OR OTHER INFORMATION CONTAINED ON THE RETURNED EQUIPMENT.

You will be responsible for reinstalling all software, data, and information on the replacement Equipment. If, however, QLP originally installed your software on the defective Equipment, QLP will, at no cost to you, install your software on the replacement Equipment. EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, INSTALLATION OF SOFTWARE, DATA, AND INFORMATION IS NOT COVERED UNDER THIS LIMITED WARRANTY.

RETURN POLICY.

You must assure that your return is in compliance with QLP's Return Policy (available at https://quantumlifecycle.com/en_US/agreements-warranty).

FORCE MAJEURE.

If QLP is unable to complete replacement performance at the time specified for delivery on an order, by reason of strikes, labor disputes, riot, war, fire, terrorist attack, epidemics, or other causes beyond QLP's reasonable control, the time for any replacement performance will be extended by the delay incurred as a result of such force majeure event.

LIMITATION OF LIABILITY.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY QLP CONCERNING THE EQUIPMENT. QLP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY AND INTELLECTUAL PROPERTY NON-INFRINGEMENT. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED BY LAW, QLP LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THOSE SPECIFIED IN THIS LIMITED WARRANTY. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THE EQUIPMENT TO ANY THIRD-PARTY.

QLP DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY AND DOES NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, LOSS OF USE, LOSS OF REVENUE OR BUSINESS, OR FOR LOST SOFTWARE, DATA OR INFORMATION. IN NO EVENT WILL QLP BE LIABLE FOR ANY DAMAGES OR LOSSES THAT EXCEED THE AMOUNT YOU PAID FOR THE EQUIPMENT THAT IS THE SUBJECT OF THE CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH QLP WILL BE RESPONSIBLE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

GENERAL.

No employee or agent of QLP is authorized to make any modification to this Limited Warranty. This Limited Warranty is governed by and construed under the laws of the Commonwealth of Massachusetts, but without regard to its conflict of laws provisions.

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