

MCC WARRANTY, TERMS AND CONDITIONS

All invoices and subject sales from Meridian Computer Center, Inc., hereinafter "MCC", is subject to the following terms and conditions:

1. a. MCC may alter or amend this warranty and policy in any manner, and buyer by accepting delivery of the goods as outlined on the invoice herein accepts and agrees to abide by the terms and conditions contained herein.
2. a. MCC NEW PC WARRANTY: MCC warrants this product to meet applicable specifications as set forth in the product description and in any provided technical manuals, and to be free from defects in materials and workmanship under normal use and service for a period of three (3) years from the date of purchase to include the hardware and the labor to replace the hardware in question. The buyer has the burden of proof for the date of purchase. MCC reserves the right to honor this warranty by replacing any faulty hardware with a comparable item. If the faulty hardware becomes obsolete, MCC reserves the right to charge the buyer a fair market value upgrade cost. MCC does not warrant software that may or may not have been purchased and/or installed on or with the NEW PC. MCC reserves the right to charge the buyer to debug, upgrade, or fix the software that the buyer is in question over. This warranty follows the buyer listed on the invoice. If the PC is sold to another buyer this warranty would be subject to review with MCC before or during the sale of the PC. If the sale is final without the knowledge of MCC, however, this warranty becomes void. Buyer, by accepting delivery of such NEW COMPUTER, accepts to be bound by any software license agreements sold with this NEW COMPUTER and holds MCC harmless from any and all license agreements. Also please see MCC SOFTWARE WARRANTY below.
3. a. MCC HARDWARE COMPONENT WARRANTY: MCC warrants this product to meet applicable specifications as set forth in the product description and in any provided technical manuals, and to be free from defects in materials and workmanship under normal use and service for a period of one (1) year given the installation was completed by MCC. If the buyer has been responsible for the installation, MCC will only warrant the hardware component to the level of the original manufacturer warranty. Usually one (1) year except for ram and processors which are ninety (90) days. The buyer has the burden of proof for the date of purchase. MCC reserves the right to honor this warranty by replacing any faulty hardware with a comparable item. If the faulty hardware becomes obsolete, MCC reserves the right to charge the buyer a fair market value upgrade cost. MCC does not warrant software that may or may not have been purchased and/or installed on or with the hardware component. MCC reserves the right to charge the buyer to debug, upgrade, or fix the software that the buyer is in question over. This warranty follows the buyer listed on the invoice. If the hardware component is sold to another buyer this warranty would be subject to review with MCC before or during the sale of the hardware component. If the sale is final without the knowledge of MCC, however, this warranty becomes void. Buyer, by accepting delivery of such PC HARDWARE COMPONENT, buyer accepts to be bound by any software license agreements sold with this PC HARDWARE COMPONENT and holds MCC harmless from any and all license agreements. If no software is sold with this PC HARDWARE COMPONENT, MCC reserves the right not to debug or fix any software problems if buyer does not have proof of legally licensed software installed. Also please see MCC SOFTWARE WARRANTY below.
4. a. MCC PC HARDWARE UPGRADE WARRANTY: MCC warrants this product to meet applicable specifications as set forth in the product description and in any provided technical manuals, and to be free from defects in materials and workmanship under normal use and service for a period of one (1) year given the installation was completed by MCC. If the buyer has been responsible for the installation, MCC will only warrant the hardware component to the level of the original manufacturer warranty. Usually one (1) year except for ram and processors which are ninety (90) days. The buyer has the burden of proof for the date of purchase. MCC reserves the right to honor this warranty by replacing any faulty hardware with a comparable item. If the faulty hardware becomes obsolete, MCC reserves the right to charge the buyer a fair market value upgrade cost. MCC does not warrant software that may or may not have been purchased and/or installed on or with the hardware component. MCC reserves the right to charge the buyer to debug, upgrade, or fix the software that the buyer is in question over. This warranty follows the buyer listed on the invoice. If the hardware component is sold to another buyer this warranty would be subject to review with MCC before or during the sale of the hardware component. If the sale is final without the knowledge of MCC, however, this warranty becomes void. Buyer, by accepting delivery of such PC HARDWARE UPGRADE, buyer accepts to be bound by any software license agreements sold with this PC HARDWARE UPGRADE and holds MCC harmless from any and all license agreements. If no software is sold with this PC HARDWARE UPGRADE, MCC reserves the right not to debug or fix any software problems if buyer does not have proof of legally licensed software installed. Also please see MCC SOFTWARE WARRANTY below.
- b. MCC SOFTWARE WARRANTY: MCC does not warrant any software either written or implied.

5. a. The express warranties set forth herein are limited and are in lieu of all other warranties expressed or implied. In no event will MCC be liable to buyer or customer or the user for damages, including but not limited to any lost profits, lost savings, or other incidental or consequential damages arising out of the use or inability to use such product, even if MCC has been advised of the possibility of such damages. MCC shall also not be liable for any claims of any other party other than the customer or buyer reflected on the invoice. In any event, the liability of MCC shall not exceed the purchase price of the product.
6. a. Customer acknowledges that he or she has the warranty disclaimers and understands the same and agrees to be bound by the terms and conditions. Customer acknowledges that except as set forth in this document, neither MCC nor any other person has made, and customer has not relied upon, any express or other warranty or representation (including, without limitation, advertising materials, brochures or other descriptive literature) concerning any products.
7. a. Customer agrees to indemnify and hold MCC harmless from any and all liability, loss, cost, or damage described in the preceding paragraphs of this section, except for the sole and exclusive remedies stated above, and from claims by any party for personal injuries or death or damage to property, tangible or intangible, arising out of the existence or use of the products or any defect in the products, whether or not such liability, lost, cost, or damage or claim is occasioned in whole or in part by any actual or alleged act or omission of MCC, its representatives, employees, subcontractors, vendors, or suppliers, or by any defect in the products whether or not it is contended that MCC contributed thereto in whole or in part of was responsible therefore by reason or non-delegable duty.

RETURN MURCHANDISE AUTHORIZATION (RMA) POLICY AND PROCEDURE

1. a. Buyers and customers can reach MCC technical support Monday through Friday 8:30am to 7:30pm and Saturday 10:00am and 6:00pm at (208) 884-4991. Please have invoice available when calling.
2. a. Refunds and/or exchanges and/or credits will be issued on merchandise no more than sixty (60) days. Merchandise must be brought back to MCC by hand or carrier service with a package tracking system prepaid in its original containers with all software, stickers, identifying markings, manuals, documentation, and proper packing material. Any merchandised shipped COD will be refused. Buyer shall also include a copy of the invoice and a description of the problem or reason for return. Shipping and handling charges are non-refundable. All returns will be thoroughly tested prior to issuance of refund or replacement. Please allow two (2) days for testing.

b. Refunds and/or exchanges and/or credits will only be issued on merchandise that MCC has thoroughly tested and found to be faulty or defective. If the merchandise is returned without all of the stickers, identifying markings, manuals, documentation, and proper packing material, the buyer/customers is puts himself/herself at risk for restocking fees not to exceed twenty percent (20%).

c. MCC shall, at its own expense and option, either repair or replace defective products during the warranty period provided that MCC has found the product to be defective. MCC reserves the right to replace defective merchandise with different brand merchandise during the warranty period. Any abuse, misuse, modification, or attempted modification of the product (except with prior written authorization from MCC permitting such modification or attempted modification) shall void this warranty. Products whose serial numbers have been defaced or altered are not covered by this warranty.

The following items carry a thirty (30) day warranty:
OEM CPU's

The following items carry a three (3) year warranty:
NEW PC's built by MCC, Monitors, and Hard Drives.

The following items carry a one (1) year warranty:
Motherboards, CD-ROM's, Modems, Video Cards, Memory, Keyboards, Mice, Power Supply, Sound Cards, and Cases

CUSTOMER'S RESPONSIBILITIES

- a. Customer should inspect all packages for damage and discrepancies upon receipt.
- b. For wrong items, missing items, and shipping damages, customer should report to MCC within 48 hours. MCC is not responsible for any claims made after this response time.
- c. Always inspect each item before leaving the store or upon receiving shipment for physical damage, missing documentation and driver disks or CD's.
- d. Customer should always provide MCC with a detailed and specific description of the problem for defective items.
- e. Show proof of purchase to include date.
- f. Show proof of software licenses to MCC before work is to be performed.

GENERAL TERMS

1. All sales are made only upon the terms and conditions set forth on this invoice. Buyer/Customer, by accepting the products, shall be deemed to have assented to the terms and conditions set forth on this or other document hereafter sent by MCC notwithstanding any terms contained in any prior document hereafter sent by MCC.
2. Any software included in or relating to the products has been supplied by the manufacturer. MCC takes no representation or warranty with respect thereto and shall have no liability in connection therewith. Customer is solely responsible for complying with the manufacturer's or other requirements with regard to proprietary and similar rights in and to such software (including and requirement to enter into a separate license agreement and prohibitions against duplicating and/or disclosing the same) and shall indemnify MCC against and hold MCC harmless from any and all liability, cost, or expense arising from breach or purported breach of such requirements.
3. The laws of the State of Idaho shall govern the sale memorialized by this invoice. Any claim or dispute arising from this sale or the terms of this invoice shall be subject to the jurisdiction, and must be brought in an a court of competent jurisdiction in the State of Idaho.
4. This invoice shall be binding on and inure to the benefit of the buyer/customer and MCC and their respective heirs, executors, administrators, legal representatives, successors, and assigns.
5. MCC reserves the right to refuse a return of any item that has been specially ordered for a particular buyer. The buyer of any special order item assumes all responsibility that he or she has written or verbally expressed an agreement to follow through with such purchase whether the specially ordered item turns out to be the correct item or not.
6. MCC reserves the right to charge a LATE FEE according to the law on any invoice overdue.
7. MCC reserves the right to charge a RESTOCKING FEE of 15% on any returned items on a case-by-case basis.
8. In case any of one or more of the provisions contained in this invoice are held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability, shall not affect any or other provision and the terms and conditions set forth herein shall be construed as if the invalid, or unenforceable provision had never been included.