



## Computer Systems Limited Hardware Warranty

Media Rushworks, LLC, (hereinafter referred to as RUSHWORKS) warrants to the original purchaser that the Dell computer system(s) that host our various solutions will be free from defects in materials and workmanship for a period of **three (3) years** from the date such computer system(s) are shipped to RUSHWORKS. These systems include a **Dell 3 year Pro-Support Warranty** with overnight parts replacement and next business day onsite support if required.

Third party components such as I/O Cards, video/graphics cards, etc. that are included in our RUSHWORKS systems carry a manufacturers' warranty only, which is generally a minimum of **one (1) year** from the date such components are shipped to RUSHWORKS. All REMO and portable TalkingPoints hardware components, including the computer components, are provided by third-party vendors, and therefore retain a **one (1) year** warranty.

This warranty is a limited warranty. As the sole remedy for a breach of this warranty, RUSHWORKS will, at its discretion, repair or replace defective components with new or like new (tested equivalent to new) components of equivalent or better performance. During this warranty period RUSHWORKS will repair or replace defective components. When the system unit is delivered freight prepaid to a RUSHWORKS servicing facility, RUSHWORKS will restore the system unit to its original operating configuration at no additional cost. This warranty will not apply to any system shipped to a RUSHWORKS designated servicing facility without first receiving a Return Material Authorization (RMA) number from RUSHWORKS designated build and/or support personnel. That number must be prominently displayed on the exterior of the return packaging.

Customer shall be responsible for paying all shipping changes, insurance, duties, taxes, and any other charges for products authorized for return to a RUSHWORKS servicing facility for any reason. This warranty shall not apply to any defect, failure or damage caused by improper use or improper or inadequate maintenance and care. RUSHWORKS shall not be obligated to furnish service under this warranty: a) to repair damage resulting from attempts by personal other than RUSHWORKS representatives to install, repair or service the product, b) to repair damage resulting from improper use or connection to incompatible equipment, c) to repair any damage or malfunction caused by the use of non RUSHWORKS Design parts or supplies, d) to repair any damage or malfunction likely caused by the improper or inadequate packing of the product resulting in damage of the product during shipping, and e) to service a product that has been modified or integrated with other products when the effect of such a modification or integration increases the time or difficulty of servicing the product.

Some problems or defects may require Customer to reformat or replace a Hard Disk Drive. Under such circumstances all data on the disk drive may be lost. Customer is solely responsible for the security of data. RUSHWORKS shall not be liable for the loss or destruction of data or media resulting from a defect in materials or workmanship covered by this Warranty. RUSHWORKS strongly advises Customer to implement and maintain a daily routine to backup data to minimize the loss of data in the event of Equipment failure. Customers that intend to keep a failed Hard Disk Drive to attempt data recovery or protect/secure the data must make arrangements to purchase a replacement Hard Disk Drive. RUSHWORKS will not accept the failed Hard Disk Drive after the service incident has closed. RUSHWORKS will complete warranty service within a period of time deemed reasonable by RUSHWORKS and return the repaired system unit to the Customer freight prepaid by normal surface transportation routing.

RUSHWORKS IS NOT LIABLE AND SPECIFICALLY DISCLAIMS ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS OR DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES OR INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF RUSHWORKS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER UNDERSTANDS AND AGREES THAT RUSHWORKS IS NOT RESPONSIBLE FOR LOSS, DESTRUCTION OR DAMAGE TO SOFTWARE AND DATA. YOUR SOLE REMEDY AGAINST RUSHWORKS IS LIMITED TO THE COST OF REPLACING THE DEFECTIVE EQUIPMENT AND/OR TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID FOR THIS WARRANTY.

This warranty will be void if, in the sole opinion of RUSHWORKS, the product has been damaged by accident, misuse, misapplication, lack of proper maintenance or act of God/Nature.

Hardware additions, software not preinstalled by RUSHWORKS, upgrades, modifications, or configuration changes done by the Customer are NOT covered by this warranty.

**EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, RUSHWORKS DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.**