

**MDG MANUFACTURER WARRANTY
TERMS AND CONDITIONS**

1. GENERAL

- A. Throughout this MDG Manufacturer Warranty Terms and Conditions (“Warranty” or “Terms and Conditions”, collectively the “Manufacturer Warranty”), we will use the terms “we,” “us,” and “our,” (whether or not capitalized) to describe MDG. The words “you,” “your,” “account holder” or “Customer” (whether or not capitalized) refers to the purchaser of a product manufactured by MDG (the “MDG Branded Product”).
- B. No other representations whether implicit or explicit shall become part of this Manufacturer Warranty.

2. THE MANUFACTURER WARRANTY – WARRANTY AND REPAIR SERVICE

- A. Your Manufacturer Warranty automatically commences on the purchase date of your MDG Branded Product (the “Commencement Date”), and will expire one (1) year thereafter.
- B. As part of the repair service MDG may delete and refresh the MDG Branded Product to its original, equivalent, or other pre-determined software environment if applicable. MDG IS NOT RESPONSIBLE FOR ANY LOSS OF YOUR DATA. PLEASE BACK UP ALL FILES BEFORE REPAIR SERVICES ARE PERFORMED AND REMOVE ANY NEEDED DATA FROM PARTS OR PRODUCTS RETURNED TO MDG. It is your responsibility to reinstall all data and software programs, if applicable.

- C. MDG WARRANTS AGAINST FAILURE OF HARDWARE AND DEVICES CONTAINED IN THE TOWER ONLY, IF APPLICABLE.

D. WHAT IS COVERED:

- (i) ONLY COMPONENTS AND DEVICES INTERNAL TO THE MDG BRANDED PRODUCT ITSELF, IF APPLICABLE, ARE COVERED FOR WARRANTY AND REPAIRS. PURSUANT TO CLAUSE THREE (3) OF THIS AGREEMENT MDG WILL NOT WARRANT OR REPAIR PERIPHERAL DEVICES ALTHOUGH INCLUDED IN THE MDG BRANDED PRODUCT “PACKAGE”.
- (ii) REPLACEMENT OF HARDWARE AND DEVICES CONTAINED IN THE MDG BRANDED PRODUCT’S MAIN UNIT ENCLOSURE, IF APPLICABLE, AND DETERMINED TO BE FAULTY BY MDG AFTER INSPECTION PURSUANT TO THE WARRANTY LENGTH AND TERMS PROVIDED FOR ELSEWHERE IN THIS MANUFACTURER WARRANTY.
- (iii) INSTALLATION OF HARDWARE AND DEVICES CONTAINED IN THE MDG BRANDED PRODUCT’S MAIN UNIT ENCLOSURE, IF APPLICABLE, AND DETERMINED TO BE FAULTY BY MDG AFTER INSPECTION PURSUANT TO THE WARRANTY LENGTH AND TERMS PROVIDED FOR ELSEWHERE IN THIS MANUFACTURER WARRANTY.

E. WHAT IS NOT COVERED:

- (i) MALFUNCTIONS OR FAILURES DUE TO IMPROPER USE, INCORRECT SOFTWARE OR HARDWARE CONFIGURATION, MODIFICATIONS, FAILURE OR IMPROPER INSTALLATION OF AFTERMARKET DEVICES OR PERIPHERALS.
- (ii) DAMAGE RESULTING FROM MISUSE OR MINOR IMPERFECTIONS WITHIN DESIGN SPECIFICATION OR THAT DO NOT MATERIALLY ALTER FUNCTIONALITY.

- (iii) MISUSE, ABUSE, ACCIDENTS, UNAUTHORIZED REPAIR SERVICE OR PARTS, OR THE COMBINATION OF MDG BRANDED PRODUCT(S) WITH OTHER PRODUCT(S).
 - (iv) ANY EQUIPMENT WHOSE SERIAL NUMBERS HAVE BEEN MODIFIED, CHANGED, OR REMOVED.
 - (v) AESTHETIC OR COSMETIC ELEMENTS OR COMPONENTS INCLUDING, BUT NOT LIMITED TO, THE CASE, DRIVE OR DEVICE COVERS OR PAINT OR FINISH ON SUCH.
 - (vi) ANY DAMAGE OR FAILURES RESULTING FROM ELECTRICAL SURGES, POWER OUTAGES, OR OTHER ELECTRICAL IRREGULARITIES AND FROM CUSTOMER'S FAILURE TO HAVE THE MDG BRANDED PRODUCT AND ALL PERIPHERAL DEVICES INSTALLED THROUGH AN APPROVED SURGE-SUPPRESSION DEVICE.
 - (vii) ANYTHING LISTED UNDER "WHAT IS COVERED" IF MDG DETERMINES THAT THE MDG BRANDED PRODUCT HAS BEEN OPENED, SERVICED, OR MODIFIED WITHOUT PRIOR WRITTEN AUTHORIZATION BY MDG.
 - (viii) ANY PERIPHERAL DEVICES AS DESCRIBED IN CLAUSE THREE (3) OF THIS MANUFACTURER WARRANTY.
 - (ix) ANY SOFTWARE OR SOFTWARE-DERIVED ERRORS, DAMAGE, OR LOSS INCLUDING, BUT NOT LIMITED TO, VIRUSES, AD-WARE AND/OR SPYWARE.
- F. IF A SYSTEM, COMPONENT, OR DEVICE IS FOUND **NOT** TO BE COVERED UNDER WARRANTY, REPAIR SERVICE WILL BE BILLED AT \$90.00 PER HOUR FROM MDG PLUS APPLICABLE TAXES WHETHER OR NOT THAT DEVICE IS THE CAUSE OF THE PROBLEM EXPERIENCED BY THE CUSTOMER. BEFORE WORK MAY COMMENCE THE CUSTOMER WILL BE NOTIFIED AND AUTHORIZATION TO SERVICE MUST BE PROVIDED BY THE CUSTOMER.
- G. MDG reserves the right to substitute components with new or like-new components, devices or hardware of equal or greater specifications without notification to the Customer as part of its repair service and warranty process. Customer will be deemed to have accepted any such changes as part of their request for repair service. Warranty term shall not be extended for substitute or new components but shall be determined as of the Commencement Date.
- H. All equipment and devices removed or replaced become the property of MDG. Should Customer wish to retain original equipment Customer will be billed for the replacement or substitute components installed in the MDG Branded Product during repair service at the regular MDG sale price. MDG will not be responsible to re-install or make operational any such removed and retained equipment.
- I. MDG DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S REMEDY AND MDG'S LIABILITY FOR WARRANTY CLAIMS IS LIMITED TO REPAIR SERVICE AND REPLACEMENT AS SET FORTH IN THIS MANUFACTURER WARRANTY. MDG MAY, AT ITS SOLE DISCRETION, MODIFY ITS MANUFACTURER WARRANTY AT ANY TIME WITHOUT PRIOR NOTICE TO THE CUSTOMER.
- J. Some provinces and/or states may not permit exclusion of certain implied warranties, conditions or limitations on length of implied warranties or conditions in consumer transactions. In such provinces and/or states the foregoing disclaimers may not apply but will apply to the maximum extent permitted by applicable law.

3. MDG SOFTWARE AND PERIPHERAL PRODUCTS

- A. Warranties and technical support provided on third-party products purchased through MDG or as a part of MDG's packages are provided by the original manufacturer and not by MDG. These products may be returned only in accordance with the return policy outlined in this Manufacturer Warranty, although MDG may at its sole discretion offer to help facilitate any applicable third-party manufacturer's warranty claim by providing administrative assistance to process a manufacturer's warranty claim directly with the manufacturer.
- B. Peripheral products are not covered by the Manufacturer Warranty. Examples of peripheral products include external speakers, monitors, keyboards, mice and remote controls.

4. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL, PROVINCIAL AND/OR STATE LAW:

- A. WE ARE NOT LIABLE TO YOU IF WE ARE UNABLE TO PERFORM OUR OBLIGATIONS HEREUNDER DUE TO EVENTS THAT WE ARE NOT ABLE TO CONTROL, SUCH AS ACTS OF GOD.
- B. WE ARE NOT LIABLE TO YOU FOR VIRUSES, PROPERTY DAMAGE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA OR OTHER CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, HOWSOEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- C. OUR MAXIMUM LIABILITY TO YOU HEREUNDER IS LIMITED TO THE PURCHASE PRICE YOU PAID FOR THE MDG BRANDED PRODUCT TO BE SERVICED UNDER THIS MANUFACTURER WARRANTY. The foregoing is not intended to liberate MDG from the consequences of its own acts or the acts of its representatives.
- D. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IF APPLICABLE TO THE REPAIR SERVICE UNDER THIS MANUFACTURER WARRANTY IS LIMITED TO THE DURATION OF THE MANUFACTURER WARRANTY.

5. INSURANCE

- A. This **is not** a contract of insurance.

6. PRIVACY

- A. We are committed to safeguarding the privacy of our customers' information in accordance with good business practices. You may obtain a copy of our privacy policy from our website or by calling Customer Service.

7. TRANSFER AND ASSIGNMENT

- A. You may not assign this Manufacturer Warranty without MDG's written consent.
- B. We may assign or transfer our rights, duties and obligations under this Manufacturer Warranty to a third party with prior written notice to you. If we do assign this Manufacturer Warranty, the assignee(s) will assume all obligations to you, and we will be released of all obligations, and you

agree to look solely to the assignee for the performance of all obligations under this Manufacturer Warranty.

8. INTERPRETATION AND HEADINGS

- A. Headings used in each section of this Manufacturer Warranty are for convenience only and do not affect the interpretation of this Manufacturer Warranty. Words importing the singular shall include the plural and vice versa.

9. SEVERABILITY OF PROVISIONS

- A. Any provision of this Manufacturer Warranty which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Manufacturer Warranty and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

10. FOR QUEBEC ONLY

- A. It is the express wish of the parties that this Manufacturer Warranty and any directly or indirectly related documents be drawn up in English. C'est le souhait exprimé par les parties que cette garantie du fabricant et tous les documents liés directement ou indirectement soient rédigés en anglais.

11. TITLE; RISK OF LOSS

- A. Title to all products is F.O.B. MDG's place of business and, therefore, passes to the Customer on shipment from MDG's facility. Loss or damage occurring during shipping is the Customer's responsibility. Title to software remains with the applicable licensor(s). Ship dates are estimates only and incomplete, partial, or late shipment does not give rise to any rights of recession or cancellation of this Manufacturer Warranty. MDG is not liable for delays in shipment or failure to ship by the estimated ship date.

12. INCORPORATION BY REFERENCE

- A. This Manufacturer Warranty provides the terms and conditions for warranty coverage for your MDG Branded Product and shall not be read to create rights beyond those expressly provided for herein. You can obtain additional copies of this Manufacturer Warranty from our website or by calling Customer Service.