

POLTY'S LIMITED HARDWARE WARRANTY

FACTS ABOUT POLTY'S HARDWARE WARRANTY

Polty's provides industrial grade hardware designed for continual use in a business environment. However, there is always the possibility that a failure could occur. During the initial warranty period, we offer a limited hardware warranty, which requires the Dealer/Customer to return the defective hardware for repair.

NOTES

- Products showing signs of assembly will receive no credit or replacement.
- All products carry one-year (or manufacturer) warranty, except for CPUs, which carry only 90 days warranty.

The turnaround time for the repair can take from 14 to 21 days (does not include shipping time). Depending on the critical nature of the customer's application this turnaround time may not be acceptable. To reduce customer downtime and to help insure a trouble-free installation, Polty's recommends the following:

1. Install the hardware and run the application for a minimum of 5 days before going live.
2. Stock a backup server and circuit cards to support the specific application.

INTRODUCTION

This limited warranty is valid for all Polty's hardware components. Polty's, Inc. warrants to the end-user customer that Polty's products will be free from defects in materials and workmanship, for a period of one year after the date of purchase by the original customer.

LIMITED WARRANTY

1. Subject to the obligations and exclusions below, Polty's, Inc., (Polty's) warrants this hardware component (Hardware) against defects in materials or workmanship, when the product is used for its intended purpose, for a period of one year for parts and labor from the date of the first customer purchase. Defective hardware must be returned to the address listed below. Polty's will repair or replace at its option, the Hardware or any of its parts that fail to conform to this warranty during the term of this warranty. Polty's may at its option replace or repair the Hardware using new or refurbished parts. All replaced parts shall become property of Polty's. Dealer/ Customer is responsible for shipping costs to Polty's and assumes liability for transportation damage or loss

2. Dead on Arrival (D.O.A) Policy/ Out of box Failure
 - a. Dealers have 60 calendar days to report any D.O.A products.
 - b. Pollys support team will assess the request and must approve all D.O.A credit returns.
 - c. D.O.A products will be replaced only if failure is due to manufacturing defect.
 - i. For product returned under warranty, proof of purchase is required. Serial number date code will be used to validate the warranty status.
 - ii. Dealer/ Customer is responsible for shipping costs to Pollys and assumes liability for transportation damage or loss
 - iii. D.O.A product must be returned with all accessories and packaging. Failure to comply with this request may result in cancellation of RMA and having product returned to sender.
3. All returned Hardware will be subject to inspection by Pollys, Inc., to determine whether the defect occurred through proper use or abuse.
 - a. All merchandise must be in original factory condition. Including all packaging materials, inserts, manuals, warranty cards and all accessories.
 - a. If the returned Hardware is deemed 100% functional after inspection by Pollys, Inc., the customer will be charged 20% or minimum three hundred and fifty-dollar (\$350.00) restocking fee.
 - b. If, after inspection, Pollys has determined that the returned Hardware has been improperly used, the customer will be invoiced for replacement hardware.
4. Pollys' liability under this Limited Warranty shall in no event exceed the lesser cost of (1) authorized repairs (2) replacement with similar features (3) reimbursement for authorized repairs or replacements (4) the price you, the original purchaser, paid for the hardware portion of the product.
5. This Limited Warranty does not apply to repairs or replacements necessitated by any cause beyond the control of Pollys, Inc., including, but not limited to, any malfunction, defects, or failures which in the opinion of Pollys are caused by or resulting from unauthorized service or parts, improper maintenance, operation contrary to furnished instructions, modification or repair by the user, abuse, misuse, neglect, accident, fire, flood, or other acts of God, incorrect line voltage or normal wear and tear.
6. This Limited Warranty does not apply to damage that occurs during unpacking, setup, or installation; removal of the Hardware for repair; or reinstallation of the Hardware after repair. The foregoing is in lieu of all other express warranties and Pollys does not assume or authorize any party to assume for it any obligations or liability.
7. This Limited Warranty may not be changed by any person, agency, distributor, dealer, or company, without prior written authority from Pollys.
8. The duration of any warranties which may be implied by law (including the warranties of merchantability and fitness) is limited to the term of this Limited Warranty. In no event shall Pollys be liable for lost profits,

incidental or consequential damages arising from ownership of this Hardware or for any delay in the performance of its obligations under this Limited Warranty.

REQUESTING AN RETURN MERCHANDISE AUTHORIZATION (RMA)

Before returning Hardware for warranty service you must obtain a Return Material Authorization (RMA) number.

To obtain an RMA number, please contact the Pollys's Customer Support Department. Be sure to describe the problem and/or defect in detail to ensure the best possible service.

Pollys Technical Support

Phone: +1 (864) 642-6103

Email: support@pollys.com

EXTENDED LIMITED HARDWARE WARRANTY PROGRAM

The Extended Limited Hardware Warranty Program extends Limited one year) Warranty to an additional 1 year from date of purchase of the hardware. This is an extension to the Limited (one year) Hardware Warranty only. It provides the same benefits defined under the Limited one year) Hardware Warranty.

There is an additional charge for this program. The charges are based on the configuration of hardware purchased, please refer to the Pollys pricing sheet for details on the program cost.

Program Details

1. The Extended Limited Hardware Warranty Program must be purchased within 90 days from the date of purchase of the hardware.
2. The Extended Limited Hardware Warranty Program only covers Pollys Hardware. Customer provided equipment is not covered under this program.

OPTIONAL ADVANCED REPLACEMENT PROGRAM (OARP)

The Optional Advanced Replacement Program (OARP) was created as alternative for the current Limited Hardware Warranty significantly reducing system down time if a hardware failure occurs. The OARP program provides a replacement for the defective hardware verses sending the defective hardware in for repair. There is an additional charge for the OARP. The charges are based on the configuration of hardware purchased. Please refer to the Pollys pricing sheet for details on the program cost.

Program Details

1. The OARP must be purchased when the system is purchased. The OARP is not transferrable to other Polty's hardware and is only valid for the system being purchased. Part numbers and serial numbers are recorded and associated with an OARP number that will be noted on your invoice. If the returned defective hardware does not have corresponding part a serial number for the OARP, Polty's will charge the dealer/customer for the original purchase price for the replaced equipment plus a \$200 restocking fee.
2. Replacement hardware may consist of new or refurbished parts or a combination of both. The replaced hardware is warranted for the remaining term of the original hardware limited warranty plus an additional 30 days.
3. Polty's will pay for overnight shipping of the replacement hardware. The Dealer/Customer is responsible for return shipping. Damage that occurs to return shipments that are not insured is the responsibility of the Dealer/Customer. The defective hardware must be returned within 2 days of receipt of the replacement hardware. If the Dealer/Customer fails to return the hardware within 2 days, they will be charged for the replaced hardware.
4. Polty's **will not return** the original replaced hardware.
5. The OARP program only covers Polty's Hardware. Customer provided equipment is not covered under the OARP.

Requesting an OARP

1. If you have a hardware failure please contact Polty's support, they will help you to determine if you require a replacement. Be sure to have OARP number (from the original invoice) available along with the ship to address, contact name and telephone number. Polty's Technical Support 1-864 642 6103
support@polty's.com
2. If you require a replacement, technical support will issue a RMA/OARP authorization number and arrange for shipment of the replacement hardware.
3. Polty's will ship the replacement hardware the same day, overnight if the OARP request is received before 1PM PST. All request after 1PM PST will be shipped the next day.

Returning Defective Hardware

1. If you are returning cards only, pack them in the original cartons. If you are returning a server with cards, ask Polty's support for guidelines. Failure to do so will void the warranty.
2. Mark the carton with the OARP authorization number that you received from Polty's Technical support.

3. The dealer/customer is responsible for the return shipping costs. (The Limited Hardware Warranty does not cover damage that occurs during this shipping) Please insure the shipment and obtain tracking numbers from the shipper. Damage that occurs to the return shipment that is not insured is the responsibility of the Dealer/Customer.
4. Return defective hardware to the address below.

Polty's Returns**POLTYS INC.**

2060D Avenida De Los Arboles #246

Thousand Oaks, CA 91362

US: +1 (864) 642-6103

Canada: +1 (905) 205-0389

Email: support@polty's.com