

Used or open Box Computer 90-days Limited Warranty

IMPORTANT: BY USING YOUR USED OR OPEN BOX COMPUTER EQUIPMENT BOUGHT FROM TT COMPUTER, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE 90-DAYS LIMITED WARRANTY (“WARRANTY”) AS SET OUT BELOW.

DO NOT USE YOUR PRODUCT UNTIL YOU HAVE READ THE TERMS OF THE WARRANTY.

IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT BUY THE PRODUCT

HOW CONSUMER LAW RELATES TO THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR BY COUNTRY OR PROVINCE). OTHER THAN AS PERMITTED BY LAW, TT COMPUTER DOES NOT EXCLUDE, LIMIT OR SUSPEND OTHER RIGHTS YOU MAY HAVE, INCLUDING THOSE THAT MAY ARISE FROM THE NONCONFORMITY OF A SALES CONTRACT. FOR A FULL UNDERSTANDING OF YOUR RIGHTS YOU SHOULD CONSULT THE LAWS OF YOUR COUNTRY, PROVINCE OR STATE.

WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TT COMPUTER DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, TT COMPUTER LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT TT COMPUTER'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY (OR CONDITION) MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

WHAT IS COVERED BY THIS WARRANTY?

TT Computer warrants the Used or Open Box hardware product against defects in materials and workmanship when used normally in accordance with TT Computer guidelines for a period of 90-days from the date of original purchase by the end-user purchaser ("Warranty Period").

WHAT IS NOT COVERED BY THIS WARRANTY?

This Warranty does not apply: (a) to protective coatings that are designed to diminish over time or batteries; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports, keyboard or mouse pad; (c) to damage caused by use with a third party component; (d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (e) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of TT Computer; (f) to a Used or Open Box Product that has been modified to alter functionality or capability without the written permission of TT Computer; (g) to defects caused by normal wear and tear or otherwise due to the normal aging of the Used or Open Box Product; (h) if any serial number has been removed or defaced from the Used or Open Box Product; or (i) if TT Computer receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Used or Open Box Product, and you cannot prove in any way that you are the authorized user of the product (eg. by presenting proof of purchase).

YOUR RESPONSIBILITIES

IF YOUR USED OR OPEN BOX PRODUCT IS CAPABLE OF STORING SOFTWARE PROGRAMS, DATA AND OTHER INFORMATION, YOU SHOULD MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, TT Computer or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow TT Computer's procedures for obtaining warranty service. Before submitting your Product for warranty service you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

DURING WARRANTY SERVICE IT IS POSSIBLE THAT THE CONTENTS OF THE PRODUCT'S STORAGE MEDIA WILL BE LOST, REPLACED OR REFORMATTED. IN SUCH AN EVENT TT COMPUTER AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION

CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE PRODUCT SERVICED.

Following warranty service your Used or Open Box Product or a replacement device will be returned to you as your Used or Open Box Product was configured when originally purchased, subject to applicable updates. TT Computer may install system software updates as part of warranty service that will prevent the Used or Open Box Product from reverting to an earlier version of the system software. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty.

WHAT WILL TT COMPUTER DO IN THE EVENT THE WARRANTY IS BREACHED?

If during the Warranty Period you submit a claim to TT Computer in accordance with this warranty, TT Computer will, at its option:

- (i) repair the Used or Open Box Product using new or previously used parts that are equivalent to new in performance and reliability,
- (ii) replace the Used or Open Box Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability

TT Computer may request that you replace certain user-installable parts including a user-installable part that has been installed in accordance with instructions provided by TT Computer, assumes the remaining term of the Warranty or ninety (90) days. When a Used or Open Box Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes TT Computer's property.

HOW TO OBTAIN WARRANTY SERVICE?

At TT Computer owned retail store, TT Computer representative will help determine whether your Used or Open Box Product requires service and, if it does, will inform you how TT Computer will provide it. When contacting TT Computer via telephone, other charges may apply depending on your location.

LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, TT COMPUTER IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE

REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE USED OR OPEN BOX PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE USED OR OPEN BOX PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

GENERAL

No TT Computer reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the country in which the Used or Open Box Product purchase took place. TT Computer or its successor in title is the warrantor under this Warranty.