

Warranty, Technical Support and RMA Terms and Conditions

1. DTx Inc. provides a standard warranty with all distributed products such as motherboards, RAID controllers, etc. DTx will provide a replacement for any defective product within 30 days of the original shipment as documented on the associated DTx invoice, provided that a DTx RMA number was issued prior to the return of the product. For product failures beyond the initial 30-day period, DTx will coordinate returns for product repair with the original product manufacturer. Unless otherwise stated, the repair warranty from the manufacturer is twelve (12) months from the date of the associated DTx invoice.
2. DTx provides a standard warranty on all custom integrated computer products and custom integrated display products. Warranty terms are for depot repair at the DTx Melbourne, Florida integration facility and begin on the date of product shipment as reflected on the associated DTx invoice. The duration of the warranty is 12 months from the date of shipment as documented on the associated DTx invoice. A different warranty period may apply based on the warranty option selected by the customer and documented on the related DTx Quotation.
3. The DTx standard warranty is extended to the original purchaser, or in the case where the original purchaser is an Original Equipment Manufacturer or Value Add Reseller, the original end user. Repairs and/or replacements made under this warranty will carry only the balance of the original warranty as defined in sections 1 and 2 above. The requestor of warranty services must have the original DTx invoice or other adequate proof of purchase. Other than the original invoice, adequacy of proof of purchase is solely at the discretion of DTx. The warranty is non-transferable. Conditions and limitations of the DTx warranty are stated below.
4. During the warranty period, DTx will provide level one technical support for distributed products. DTx will provide additional technical support for all DTx custom integrated computer systems and displays. DTx technical support is available from 8:00am until 5:00pm EST, Monday through Friday. DTx Technical Support can be reached at (888) 285-0172 or via E-mail at techsupport@dtxinc.com. DTx Technical Support will assist in the evaluation of a problem and, where appropriate, initiate the return process. If a return is required, DTx's RMA department will issue a Return Materials Authorization (RMA) number and provide instructions on how to process the return. When calling for an RMA number, customers should have ready the computer system serial number or the component serial number, a brief but concise description of the problem and the DTx invoice number or original customer P.O. number. No returned material will be accepted by DTx without an RMA number obtained in advance and clearly marked on the outside of the shipping container. The RMA number is not to be marked on the original manufacturer's packaging. All products to be returned must be in the original manufacturer's undamaged packaging with all accessories shipped with the original product including cables, disks and manuals. If you did not retain the original packaging materials and are unable to locate comparable packaging, please contact the DTx Materials department for current pricing on replacement packaging.
5. The cost of incoming freight and insurance is the responsibility of the customer. The costs of product repair and standard return freight within the United States are the responsibility of DTx. Shipments to other locations will be made freight collect. The customer will pay list price for missing or physically damaged parts on the returned product. DTx only warrants that the product will meet the performance and testing parameters defined in the product's associated customer quotation or contract, or DTx internal work instructions and specifications as appropriate. DTx does not warrant that the repaired product will be suitable for any specific application. The DTx warranty specifically excludes any consequential damages arising from the product's use by the end customer.
6. The DTx limited warranty covers only those defects which arise from normal use of the hardware and does not apply to the following:
 - improper or inadequate maintenance
 - incompatibilities due to the user's hardware or software applications with or in which the DTx product interfaces
 - product of a special or custom-made nature
 - unauthorized modification or misuse
 - improper installation, misapplication or negligence
 - operation outside the product's environmental specifications
 - improper site preparation or maintenance
 - repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than DTx (or its representatives) are not included
 - other causes that do not relate to product defect
 - defects or damage suffered as a result of force (including theft)
 - defects or damage suffered as a result of normal wear and tear
 - stolen goods
 - damage caused as a result of a virus introduced into the system by the end user
 - problems caused by use of parts and components not supplied by DTx or added to the system after the system shipped from DTx
 - Opening of the DTx product chassis/housing by anyone other than DTx, its representatives or authorized DTx repair technicians are not included.

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- DTx is not obligated to repair any system or system component which has been damaged as a result of (i) accident, misuse, or abuse of the system or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than DTx (or its representatives), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) the moving of the system from one geographic location to another or from one entity to another.
- DTx reserves the right to either repair or replace, at its sole discretion, any product returned to DTx under the terms of this warranty. Replaced product may not be new, provided that it is functionally equivalent to the product being replaced. DTx may use new and reconditioned parts made by various manufacturers when performing warranty repairs or building replacement products. DTx owns all parts removed from repaired systems. DTx will endeavor to complete the repair or replacement as quickly as possible subject to parts availability and market conditions.
- A no problem found fee of \$100 will be charged on any assembly returned for repair and subsequently found in normal working condition.

NOTE: Before the system is returned to DTx, it is recommended that any data on the hard-disk drive(s) and any other storage device(s) in the system be backed up. Removable media, such as diskettes, CDs, cartridges, or PC Cards, should be removed. DTx is not responsible for loss of data on any product returned to DTx for repair. If you have any questions, call DTx for technical assistance.

General

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). DTx's RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH. SOME STATES (JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Warranty Options:

DTx offers several warranty options at an additional charge. Please refer to the original quotation provided by DTx to determine if any of these options apply to the products purchased by you or your organization. Any of these options may be and often are combined to obtain the desired warranty coverage.

Advanced Replacement Program: DTx may provide an advanced replacement service for new product purchases. Under this program DTx will jointly develop with our customer an anticipated replacement rate based on customer expectations and MTBF calculations. DTx may stock the resultant quantity of advance replacement parts. Upon determination by DTx Technical Support of a covered failure DTx will issue a RMA under our standard procedure and then send out an advance replacement product. After you receive the advanced replacement system you must ship the defective product back to DTx in the original or approved equivalent packaging, within three (3) business days. Failure to return the defective unit will result in the customer accepting financial responsibility for the full retail replacement cost. Existing approved credit terms with DTx must be in place in order for an advance replacement shipment to be made. For end customers without any existing credit relationship with DTx the advance replacement shipment must be secured by a valid credit card. DTx will repair the returned product and replace it into the advance replacement stock. DTx will be responsible only for the predetermined number of advance replacement products and the associated logistical support. If the number of failures in any given time period exceeds the available number of advance replacement systems, the excess failure will be handled under the standard depot repair procedure.

Extended Warranty Periods: DTx offers extended standard and optional warranties on integrated system and display products. Warranties may be extended up to 36 months.

Direct all warranty related inquiries to:

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