

2ndGear LLC (“2ndGear”) Advance Replacement Limited Warranty (International)

IF YOU HAVE PURCHASED 2NDGEAR’S LIMITED WARRANTY FOR YOUR EQUIPMENT, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS.

WHAT IS THE TIME PERIOD FOR THE LIMITED WARRANTY

The time period for your Limited Warranty (“Warranty Period”) will be as listed on the applicable 2ndGear Schedule, Price Quotation or Proposal Letter.

WHAT DOES THE LIMITED WARRANTY COVER

This Limited Warranty covers defects in materials and workmanship in your Equipment when used in accordance with the manufacturer’s published specifications, user manuals or other manufacturer instructions (“Published Guidelines”).

WHAT IS NOT COVERED BY THE LIMITED WARRANTY

This Limited Warranty does not cover: (a) software, including operating system and software added to the Equipment; (b) Equipment with missing or altered serial numbers; (c) defects as a result of normal wear and tear; (d) damage caused by accident, abuse, misuse, electrical power or other external causes; (e) damage caused by operating the Equipment outside of Published Guidelines or failure to perform preventative maintenance; (f) damage caused by service not performed or authorized by 2ndGear; (g) consumable parts or accessories; or (h) Equipment for which 2ndGear has not received payment from you.

2NDGEAR’S RESPONSIBILITY UNDER A WARRANTY CLAIM

2ndGear will ship replacement parts to you to cover defects in Equipment that occur during the Warranty Period. Initially, 2ndGear will ship a replacement parts closet to cover defects occurring in the first 3 months of the Warranty Period. You may submit a request for additional replacement parts no more than once every 3 months as provided

below. 2ndGear expects that the rate of defective Equipment will not exceed 3% per year over the Warranty Period.

If 2ndGear determines that you have used any portion of your replacement parts closet to repair Equipment that is not covered by this Limited Warranty, or you have exceeded 2ndGear's expected rate of defective Equipment, 2ndGear may, at its option, invoice you for the cost of any replacement parts.

Certain circumstances may have required 2ndGear to upgrade your hard drive capacity on your original order. **2NDGEAR IS NOT RESPONSIBLE TO SUPPLY THE SAME UPGRADED HARD DRIVE ON A REPLACEMENT ORDER OR A REPLACEMENT HARD DRIVE. YOU WILL RECEIVE THE SAME SIZE HARD DRIVE AS YOUR ORIGINAL CONFIGURATION ON YOUR ORIGINAL ORDER UNLESS OTHERWISE SPECIFIED BY 2NDGEAR.**

YOUR RESPONSIBILITIES

To assist 2ndGear in your Limited Warranty claim, 2ndGear may call or email you regarding questions designed to assist with diagnosing the problem. If 2ndGear requires your participation in the diagnosis of the problem and you are unwilling to assist, 2ndGear will not be obligated to provide this Limited Warranty.

You will maintain a log of all replacement parts for each 3 month period and will promptly provide a copy of your log to 2ndGear upon request.

You may submit a request to 2ndGear for additional replacement parts no more than once every 3 months during the Warranty Period by submitting the service tag/serial number of each item of defective Equipment from the prior 3 month period, along with a detailed description of the Equipment failure.

Unless requested by 2ndGear, you will not return the defective part.

You are responsible for maintaining a backup copy of all data and removing all information, including personal information that you want to protect. **IN NO EVENT WILL 2NDGEAR OR ITS AGENTS BE RESPONSIBLE FOR ANY LOSS OF DATA, SOFTWARE OR OTHER INFORMATION CONTAINED ON THE REPLACED EQUIPMENT.**

You will be responsible for reinstalling all software, data and information on the replacement Equipment. INSTALLATION OF SOFTWARE, DATA AND INFORMATION IS NOT COVERED UNDER THIS LIMITED WARRANTY.

LIMITATION OF LIABILITY

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE OR JURISDICTION TO JURISDICTION. THIS LIMITED WARRANTY CONSTITUTES THE ONLY WARRANTY MADE BY 2NDGEAR CONCERNING THE EQUIPMENT. 2NDGEAR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY AND NON-INFRINGEMENT. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED BY LAW, 2NDGEAR LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THOSE SPECIFIED IN THIS LIMITED WARRANTY. SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THE EQUIPMENT.

2NDGEAR DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY AND DOES NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF THIS LIMITED WARRANTY, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, LOSS OF USE, LOSS OF REVENUE OR BUSINESS, OR FOR LOST SOFTWARE, DATA OR INFORMATION. IN NO EVENT WILL 2NDGEAR BE LIABLE FOR ANY DAMAGES OR LOSSES THAT EXCEED THE AMOUNT YOU PAID FOR THE EQUIPMENT THAT IS THE SUBJECT OF THE CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH 2NDGEAR WILL BE RESPONSIBLE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

GENERAL

No employee or agent of 2ndGear is authorized to make any modification to this Limited Warranty. This Limited Warranty is governed by and construed under the laws of the State of California, but without regard to its conflict of laws provisions. Both parties specifically agree to submit to the exclusive jurisdiction of, and venue in, the courts in Orange County, California in any dispute arising out of this Limited Warranty.

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