

## Limited Warranty

### 1. LIMITED WARRANTY.

Botnay Bay Technology, Inc., d/b/a Botnay Bay Computers (“Botnay Bay”) warrants that the *products which it manufactures* (“BBC Branded Products”) will be free from defects in materials and will function substantially in accordance with the normal and customary use of the products when used according to the product’s ordinary and customary use, and in compliance with all instructions provided to the Purchaser, for a period of one year from date of purchase, unless extended in writing by Botnay Bay, subject to all the terms and conditions of this limited warranty. BBC Branded Products do not include *expendable parts*, which includes any parts that are not specifically invoiced.

This is the entire and sole warranty provided by Botnay Bay, and it cannot be modified or changed in scope by any oral or written statements, information or advice given by Botnay Bay, or any of Botnay Bay’s agents, employees or others. The Purchaser may not rely on any such statements, information or advice with respect to warranties.

EXCEPT AS PROVIDED HEREIN, BOTNAY BAY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO BBC BRANDED PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

The warranties provided herein apply only to those products which are manufactured by Botnay Bay, referred to as “BBC Branded Products”. Botnay Bay provides NO WARRANTY upon products that are not manufactured by Botnay Bay (“Non-BBC product”). Rather, the warranty upon non-BBC products, if any, is provided solely through the manufacturer of the product, the terms of which vary from manufacturer to manufacturer. For non-BBC products, specific warranty terms may be obtained from the manufacturer’s warranty statement. The Purchaser shall rely upon such other manufacturer’s and/or suppliers’ applicable warranties with respect to all non-BBC products purchased from Botnay Bay.

### 2. REPAIR/REPLACEMENT SOLE REMEDY.

If any BBC Branded Product fails to comply with the Limited Warranty set forth above, the sole and exclusive remedy of the Purchaser shall be the repair of the defective BBC Branded Product. Repairs or replacements may be performed using factory-refinished parts or products. Any parts or product exchanged by Botnay Bay in repairing or replacing any parts or product shall become the sole property of Botnay Bay. In the event that Botnay Bay is unable to repair the defective BBC Branded Product, Botnay Bay will replace the defective product with the same or comparable product.

Defective BBC Branded Products must be returned by the Purchaser to Botnay Bay for repair or replacement. This Limited Warranty does not include repair services or any other services at the Purchaser’s place of business or any other place other than at Botnay Bay’s facilities. The Purchaser must include the following items when delivering a defective BBC Branded Product to Botnay Bay for repair or replacement: (a) a copy of the Purchaser’s receipt or other proof of purchase; and (b) a written description of the defect or problem.

### **3. WARRANTY LIMITATIONS.**

This Limited Warranty does not cover: (a) Any products that has been damaged or rendered defective as a result of:

- The use of the product other than for its usual and customary use;
- Failure of the Purchaser or other user to use the product in accordance with the component user manual(s) and any other written directions or instructions provided with the product at the time of sale or subsequently provided;
- The use of parts or accessories which were not purchased directly from Botnay Bay;
- Modification or repair of the product by the Purchaser or by any party other than Botnay Bay;
- Services performed by any party other than Botnay Bay;
- Improper transportation or packaging in the shipment of the product by Botnay Bay or its repair facility;
- Installation of third-party products such as memory cards or any software provided with the product.
- Operation of the product in conjunction with equipment, software or other items manufactured or sold by any party other than Botnay Bay.

### **4. DISCLAIMER OF LIABILITY.**

BOTNAY BAY DISCLAIMS ANY LIABILITY FOR CONSEQUENTIAL DAMAGES OR ANY KIND RESULTING FROM OR ARISING OUT OF THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. BOTNAY BAY IS NOT RESPONSIBLE FOR DATA LOSS OR THE LABOR TO RECOVER DATA IN THE EVENT OF ANY HARDWARE FAILURE OR SOFTWARE "CRASH".