

P3 Systems Inc Equipment Warranty

Definitions

Buyer: Any individual, business, institution or other entity that purchases materials from P3 Systems Inc.

End User: A Buyer who purchases materials from P3 Systems for their sole use

Material(s): physical equipment and manufacturer accessories purchased through P3 Systems Inc

P3 Systems Inc: Seller, (P3, P3 Systems)

Reseller: A Buyer who purchases material from P3 Systems solely to resell the material to others

RMA: Return Materials Authorization

Seller: P3 Systems Inc.

Value Added Reseller: (VARs) A Buyer who purchases materials from P3 with the intent of reselling those materials and adding equipment, software or services to the materials

Warranty General Information

Warranty periods are determined by the Buyers relationship with P3 Systems as defined above. During the warranty period, materials sold by P3 Systems are warranted to be free from defects that affect installation and operation of the material as would be reasonably inferred by the manufacturer as determined solely by P3 Systems.

This warranty is non-transferable and valid only to the original Buyer of the materials.

This warranty does not apply to any failure of the Materials due to misuse, abuse, accident, neglect, mishandling, lack of proper maintenance, environmental factors, improper installation or configuration, flood, fire or other natural disasters, physical damage, electrical issues such as lightning, power surges or incorrect electrical voltages, or improper modifications.

This warranty does not apply to software, batteries and licenses. P3 Systems Inc disclaims any warranty, express or implied, for such goods and services, except as separately agreed to in writing.

Lifetime Replacement Warranty for End Users

P3 Systems warranties network equipment purchased by End-user customers for life from date of receipt.

Lifetime warranty valid to the original purchaser of equipment and is non-transferable.

This warranty is non-transferable and valid only to the original Buyer of the materials.

This warranty does not apply to any failure of the Materials due to misuse, abuse, accident, neglect, mishandling, lack of proper maintenance, environmental factors, improper installation or configuration, flood, fire or other natural disasters, physical damage, electrical issues such as lightning, power surges or incorrect electrical voltages, or improper modifications.

30 Day Replacement Warranty for Resellers and VARs

P3 Systems warranties network equipment purchased by resellers for 30 days from date of receipt.

During these warranty periods, P3 Systems will repair or replace non-functioning product. P3 Systems will pay for return shipping costs of all qualifying network hardware during this warranty period.

Product must be returned in original packaging with all accessories and in the same physical condition in which it arrived to you.

Warranty Exclusions& Limitations

Exclusions apply to the Lifetime warranty from P3 Systems. These exclusions include, but are not limited to:

Acts of God: Flooding, fires, tornadoes, hurricanes, or other natural disasters

Electrical instances: Such as power surges, improper voltage, or lightning

Improper product modifications: Including alterations, upgrades, downgrades, configuration changes

Mishandling or mistreatment, lack of sufficient maintenance, and improper installations

Physical damage: Items damaged in transit must be returned within 14 days of approved RMA, see RMA

Software Issues (Cisco IOS bugs, Un-preferred versions, firmware or rommon issues, etc.)

P3 Systems reserves the right to accept or reject the replacement or repair of any network equipment based on the exclusions listed.

Restocking Fee for Fully Functional Hardware – Limited to 30 days from date of purchase

Customers who wish to return any working and functional network equipment (i.e. wrong equipment ordered) must first request authorization to return the item. These returns are subject to a 20% restocking fee. Restocking percentage will be based on the original cost of the equipment as stated in the purchase order. Customer will be responsible for the cost of shipping the return. **Product must be returned in original packaging with all accessories and in the same physical condition in which it arrived to you.**

Additional Information

Equipment approved under an RMA must be received by P3 Systems within 14-days of issuance of the RMA, or the RMA will be voided and any credit granted rescinded.

Buyer must request return of the defective unit by contacting the sales representative associated with the purchase. Subsequent to the contact return requests conforming to this warranty will be approved through the issuance of a return materials approval (RMA) number.

Upon issuance of the RMA, the Buyer will return the materials according to the instructions provided for on the RMA. Authorized returns within 30 days of purchase require materials to be packaged in their original container with all accessories. When an RMA is authorized the provisions of the RMA document are incorporated into this warranty.

Failure to follow the shipping instructions on the RMA, or, to properly package return materials may result in cancellation of the return approval and associated credit. In addition, if replacement materials have been shipped, the Buyer will be invoiced for those materials.

P3 Systems will, at its sole discretion;

1. Replace defective equipment with a properly functioning unit;
2. Replace defective equipment with an upgrades model with comparable functionality;
3. Issue a credit for the original purchase price of the unit.

P3 Systems will assume the shipping costs of returning the approved RMA back to our facility if the shipment originates from the same address as the materials were originally shipped to. Shipping must be performed on P3 Systems account utilizing our preferred carrier. At the sole discretion of P3 Systems, Buyers may be authorized to ship materials from a different address if the cost of shipping would be comparable to shipping it from the original location. Buyer will be liable for shipping costs for any deviation of the shipping instructions.

Buyers will be liable for material and shipping costs for any items returned as defective that are found to not be defective, as well as any replacement materials sent as a result of that claim.

In the event that replacement materials are sent to the Buyer, P3 Systems will pay for the cost of shipping and any associated import duties, taxes or similar fees. Replacement materials must be shipped to the same location as the original purchase shipment.

EXCEPT AS SET FORTH ABOVE, OR AS OTHERWISE AGREED TO BY P3 SYSTEMS INC IN WRITING, P3 SYSTEMS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH REGARD TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT.

THE REMEDY OF REPLACEMENT OR REFUND, AS DETERMINED IN P3 SYSTEMS INC SOLE DISCRETION, WILL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER WITH RESPECT TO ANY CLAIMS BASED ON THE EQUIPMENT. IN NO EVENT SHALL P3 SYSTEMS INC BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONTINGENT, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGE OR LOSS OF OTHER PROPERTY OR GOODS, LOSS OF PROFITS OR REVENUE, LOSS OF USE OR LOSS OF DATA.