

Simply NUC, Inc. Limited Warranty

DESCRIPTION

Simply NUC, Inc. builds and sells computers and computer systems with quality components manufactured by major brands. In connection with those sales, we offer a Service Warranty to cover our services and the equipment we sell (the equipment itself is covered by manufacturer warranties). Our Service Warranty consists of the following for the period of the warranty designated for each warranty category:

- We warrant that our assembly of the products we build for you will be free of defects in workmanship.
- We warrant (through assertion of the applicable manufacturers' warranties) that the products you purchase from us will be free of defects in materials.

We do not provide equipment warranties on the products themselves, since those are offered by the manufacturers (and may vary in length and coverage), but we serve as a warranty one-stop-shop for our customers, who rely on us to manage the covered warranty issues for the items they purchase from us. When you buy a product from us, your service warranties from us and the equipment warranties from the manufacturers combine in one house (ours) to streamline the process of warranty repair and replacement.

When we assemble products for customers, we perform a burn-in and functional test before shipping the products. This test detects most components that will fail in the first year prior to ever shipping the product to you. However, even after testing by the manufacturers and by us, there may be defects in components that may not be detected until after shipping to the customer.

This document outlines the obligations of Simply NUC and its customers in dealing with those failures.

WARRANTY CATEGORIES

Fully Built Systems

Our Service Warranty for fully built systems you purchase from Simply NUC, Inc. extends for a period of one year.

If you desire to extend your Service Warranty on a fully built system past one year, you may do so by purchasing an extended warranty for either three or five years total (adding two and four years, respectively, to the standard Service Warranty period of one year). If you purchase the five-year extended warranty, and you have a claim after the manufacturer's warranty period, we will replace the applicable component at our expense with identical or equivalent components.

Please note that this is not an advanced replacement program where replacement equipment is sent to you while repairs are being performed. It simply extends the period of your Service Warranty.

NUC Kits

When you purchase a NUC Kit from us (where no RAM or SSD is included), our warranty consists of a money-back guarantee that extends for a period of thirty (30) days, rather than a Service Warranty. If you send the NUC Kit and all accessories and packaging in like-new packaging, we will return the purchase price of the NUC Kit. Simply NUC provides no support for resolving issues related to incompatible components or issues resolving OS Drivers. Intel provides a list of supported components as well as support forums that should be consulted instead. Remember that anti-static precautions should be used to prevent damage to static-sensitive components, which is the most common cause of Do-It-Yourself failures. Intel's standard warranty may extend past the thirty-day warranty.

If you desire to extend your Service Warranty past the thirty days, you may do so by purchasing a one-year or three-year warranty extension. Once you purchase the warranty extension, the warranty period will be extended for the period of the extension.

NUC-Based Solutions

When you purchase a full NUC solution from us (where the NUC has been fully configured and includes RAM and/or SSD), our Service Warranty is included for a period of three years. If the manufacturer's warranty extends for a period less than three years, we will nevertheless cover both the assembly and materials for the entire three-year period.

Devices as a Service

Our service obligations with regard to any Device as a Service (DaaS) agreement that you enter into with us shall be described in that agreement. However, the Terms Applicable to All Warranties section below shall apply to any such DaaS agreement.

Refurbished Fully Configured NUCs

When you purchase a fully configured NUC from us, it carries a one-year Service Warranty.

Customer Installed Operating System Support

For customers purchasing fully-configured NUCs who are planning on installing their own operating system, we recommend ordering the system with either Linux (no charge) or Windows pre-installed to ensure that the system is fully stable with an operating system installed by Simply NUC. Additionally, an operating system restore key can be purchased to allow you to restore the operating system or to verify that your operating system install is the cause of issues by verifying them against a certified operating system image. Simply NUC will provide links to drivers for Windows. The latest version of Linux should contain all necessary drivers, but limited support for various Linux is available. Many of Simply NUC's customers have installed VMWare ESXi but Simply NUC does not offer it preinstalled and does not offer support for it. ESXi is a community supported operating system, and forums should be consulted for assistance.

Advanced Replacement Programs

If you have NUCs in mission-critical applications and need an advanced replacement program, please contact Simply NUC to discuss how we can support it. Usually, the customer purchases a small number of spare NUCs which are either housed at the customer's location or Simply NUC and can be shipped quickly to the field for a replacement. The defective NUC is then serviced and returned to the advanced replacement pool. When Simply NUC manages the replacements, the advanced replacement can include return shipping labels to simplify the end customer's handling of the NUC.

TERMS APPLICABLE TO ALL WARRANTIES

Warranty Process

1. **Initial Assessment:** Some level of debugging effort will be required prior to shipping any unit back to Simply NUC, Inc. This helps us to resolve problems that can be solved at the customer's location without inconvenience and delay to you.
2. **Warranty Period:** The warranty period begins to run from the date of assembly or purchase (add details). This date appears on the box used to ship products to you.

3. Return Merchandise Authorization: Before returning a product to us, you must first obtain a Return Merchandise Authorization (RMA) using our RMA process [published at www.simplynuc.com/support]. If you do not first obtain an RMA, our obligations with respect to that specific return will terminate, and you will be required to make payment for any shipping and will be responsible for any shipment losses.
4. Shipping: Simply NUC, Inc. will arrange a return label at Simply NUC's expense for the first 30 days after the assembly of the product. After this 30 day period, the customer is responsible for shipping charges back to Simply NUC's RMA repair center. Simply NUC will cover the shipping charges back to the customer.
5. Software Licenses: When a return involves a software licenses, such as Microsoft Windows, the product will need to be returned for repair or replacement, so that the license can be transferred to the new system. We do not do advance replacements (ship you a replacement item while you wait for your other item to be repaired or replaced), unless we make specific written arrangements with you, which may be at an additional cost.
6. Extended Warranty: If you purchase an extended warranty, you must do so in the first year after you purchase the product in question.

Exclusions

Our Service Warranty shall not apply to defects resulting from: (1) improper or inadequate maintenance by owner, or misuse; (2) repair, replacement, disassembly, or modification that is not authorized in writing by Simply NUC or an Simply NUC certified technician; (3) operation outside the environmental specifications of the product; (4) improper site preparation and maintenance; (5) improper storage or handling by owner; (6) removal of the Simply NUC warranty label or serial number from the computer itself; (7) enclosing the computer in a space that does not permit ambient air to circulate through the machine, which may lead to overheating; (8) owner supplied software, hardware, or interfacing. This limited warranty does not cover: (i) software; (ii) all operations pertaining to the proper use and function of software, including without limitation, the operating system and software added to all Simply NUC-branded hardware products through Simply NUC's manufacturing process, third party software or the reloading of software; (iii) problems that result from external causes such as accident, abuse, misuse or problems with electrical power; (iv) computer servicing that is not handled by an Simply NUC certified technician; (v) computer usage that is not aligned with the instructions found in the original packaging or contained on Simply NUC's website; (vi) failure on the part of the computer owner to follow all product instructions or failure to perform preventive maintenance; (vii) products with missing or altered service tags or serial numbers; (viii) products for which Simply NUC has not received full payment; (ix) damage due to war or nuclear incident, terrorism, fire, flood, natural disaster, or other acts of God; or (x) normal wear and tear. SIMPLY NUC DOES NOT WARRANT THAT THE OPERATION OF THIS PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE. SIMPLY NUC IS NOT RESPONSIBLE FOR DAMAGE

THAT OCCURS AS A RESULT OF COMPUTER OWNER'S FAILURE TO FOLLOW THE INSTRUCTIONS INTENDED FOR ANY SIMPLYy NUC PRODUCT.

Legal Details

1. Transferability Of Warranty: The limited hardware warranty herein is transferable to any transferee, so long as the transferee can provide Simply NUC, Inc. with sufficient proof of chain of ownership and the date computer was originally purchased through an original invoice, receipts or other legally binding identifying document. Simply NUC reserves the right, at its sole discretion, to reasonably accept or reject transferee's offerings of proof of ownership.

2. Workmanship Under Warranty: Simply NUC may authorize computer owners to perform repairs or replacements to their Simply NUC device. Computer owners may open the chassis and perform repairs and replacements to eligible component parts of their device without voiding this warranty only when they: (1) are acting with authorization and direction from Simply NUC; (2) strictly adhere to Simply NUC repair and replacement instructions; and (3) use the appropriate Simply NUC certified and provided parts and tools. Simply NUC will repair any Simply NUC computer hardware product that proves to be defective in materials or workmanship when a computer is returned to Simply NUC for repair. If Simply NUC cannot repair the product, then Simply NUC will replace the product with a comparable product that is new or refurbished. Services performed by Simply NUC or an Simply NUC certified technician will not void this limited warranty. Before providing a computer to Simply NUC or an Simply NUC certified technician for repair, Simply NUC strongly advises computer owners back up all data to a separate hard drive. Please remove any confidential, proprietary, or personal information and removable media such as floppy disk drives, CD's or PC cards. Furthermore, please remove all passwords on the operating system or BIOS so that a technician can access the system and perform repairs. Simply NUC is not responsible for lost or corrupted data, damage or removal of media as a result of the repair process. Although Simply NUC makes every effort to preserve data on a computer during the repair process, data loss may occur. As a result, it is the responsibility of the computer owner prior to sending the computer to Simply NUC, to back up all data onto a separate drive that is not part of the computer when it is sent in for service.

3. DISCLAIMER OF WARRANTIES AND WAIVER OF CLAIMS: SIMPLY NUC'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SIMPLY NUC PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION: (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD PARTY PRODUCT; OR (3) AGAINST HIDDEN OR LATENT DEFECTS. YOU AGREE THAT SIMPLY NUC 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 LOST PROFITS, DOWNTIME,

GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH SIMPLY NUC PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT, AND YOU AGREE TO WAIVE ANY CLAIMS AGAINST SIMPLY NUC THAT ARE BASED ON THE ITEMS DESCRIBED IN THIS SENTENCE.

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. NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WILL APPLY TO ANY SIMPLY NUC DEVICE OR PRODUCT AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SIMPLY NUC IS NOT RESPONSIBLE FOR THIRD PARTY CLAIMS AGAINST A COMPUTER OWNER FOR DAMAGES AS THEY RELATE TO THE USE OR MISUSE OF ANY COMPUTER PRODUCT. SIMPLY NUC DOES NOT WARRANT THAT THE OPERATION OF ANY SIMPLY NUC PRODUCT OR DEVICE WILL BE FREE FROM ERROR OR INTERRUPTION.

CUSTOMERS WHO PURCHASE PRODUCT FROM A THIRD PARTY RESELLER AND NOT FROM SIMPLY NUC DIRECT ARE INSTRUCTED TO CONTACT RESELLER AND COORDINATE REPAIRS AND REPLACEMENTS THROUGH THAT RESELLER.

4. Liability Limitation: In no event shall Simply NUC's total aggregate liability to the computer owner for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of two hundred and fifty dollars (U.S. \$250.00).