

LIMITED WARRANTY

This Limited Warranty applies to all systems and components (“Products”) manufactured by RAVE Computer Association, Inc. (“RAVE”) and sold by RAVE to the original purchaser (“Customer”).

Limited Warranty. RAVE warrants to Customer that, for a period of three (3) years following shipment of the Products by RAVE to Customer (the “Warranty Period”), the Products will (i) be free from material defects in materials and workmanship and (ii) conform to the written specifications provided by RAVE, if any, or otherwise expressly agreed-upon in writing by RAVE. Customer-dictated or specialized components may be subject to a shorter Warranty Period as set forth in the applicable purchase documentation for the applicable Product. Replacement parts and repaired/replacement Products provided under this Limited Warranty shall be subject to this Limited Warranty for the remaining Warranty Period applicable to the original Product or 90 days, whichever is longer.

Remedy. In the event any Product is determined by RAVE not to conform to the foregoing warranty, RAVE will either repair or replace (in RAVE’s sole discretion) the applicable Product at no cost to Customer except as set forth herein. RAVE may, in its discretion, use new, reconditioned, functionally equivalent, and/or upgraded parts when performing warranty repairs. The foregoing remedy shall be Customer’s sole and exclusive remedy for a Product’s noncompliance with this Limited Warranty.

Third-Party Products. This Limited Warranty will not apply to peripherals or individual components manufactured by a third party, regardless if said components were sold by RAVE. Such peripherals or components, including (but not limited to) monitors, keyboards, mice, HMDs, headphones, base stations, controllers, cables, and adapters, shall be subject to the warranty terms provided by the manufacturer of such peripherals or components, and Customer shall be responsible for working directly with such manufacturer with respect to any claimed noncompliance with such warranty.

Exclusions. This Limited Warranty does not cover and RAVE is not responsible for any noncompliance with the foregoing warranty resulting in whole or in part from the following: a) misuse, abuse, accidents, fire, theft, natural disasters, power fluctuations and power surges, connections to improper voltage or incorrect electrical line voltage, viruses, malware; b) recklessness, negligent, or willful or intentional misconduct of Customer or any third party; c) modifications or servicing not performed by or authorized by RAVE; d) failure to perform appropriate cleaning or preventive maintenance; e) normal wear and tear; f) improper transportation or packaging when shipping the Product to RAVE, g) use of the Product in a manner inconsistent with any written materials provided by RAVE, or h) any products, parts, or components not supplied by RAVE, including without limitation their connection to or use in connection with the Products. Further, in no event shall RAVE be responsible, and this Limited Warranty does not cover, costs related to i) installation, deinstallation, setup or removal of the Product; ii) any software, including the operating system for the Product and third-party software; iii) any equipment or components that were not included in the Product; iv) cosmetic or exterior finish damage that does not affect functionality, v) loss of functionality or use of the Product during any time the Product does not comply with this Limited Warranty or is otherwise inoperable, or vi) the repair or replacement of consumable items such as batteries, Uninterruptable Power Supplies (UPS), and RAID controller cache modules.

Customer Obligations. Customer will give RAVE prompt notice of any claimed nonconformance with this Limited Warranty. Customer is responsible for backing up ALL data stored on a Product’s hard drive and is also responsible for removing any and all data, including any confidential, sensitive, or proprietary information, programs or data (collectively, “Data”), on the Product before the Product is provided to RAVE. RAVE shall have no liability whatsoever with respect to any Data remaining on a Product while in the possession of RAVE (including without limitation the loss, destruction, or disclosure thereof), and Customer shall indemnify, defend, and hold harmless RAVE for all liabilities arising out of or in connection with any such Data.

Shipping. Customer is responsible for all costs associated with shipping Products to RAVE’s facilities under this Limited Warranty. Customer will ship the Products to RAVE in the original packaging or other packaging sufficient to protect the Product. Customer shall insure the shipment with an appropriate shipment carrier and accepts all risk of loss or damage

of the Product during shipment. RAVE will be responsible for costs associated with shipping Products (ground freight only) back to Customer's designated location within the Continental United States provided that costs of any expedited shipping requested by Customer shall be the responsibility of Customer. RAVE is not responsible for costs associated with shipments to destinations outside of the Continental United States.

EXCEPT AS STATED IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RAVE DISCLAIMS ALL EXPRESS, IMPLIED AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. RAVE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCT OR THAT THE PRODUCT IS FIT OR APPROPRIATE FOR ANY PARTICULAR USE.

IN ADDITION TO THE FOREGOING DISCLAIMER, TO THE MAXIMUM EXTENT PERMITTED BY LAW, RAVE WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL DAMAGES, AND RAVE'S CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCTS WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE APPLICABLE PRODUCT(S) BY CUSTOMER.