



Advanced Replacement Warranty

Terms and Conditions

Terms

The term of this Advanced Replacement Warranty (the "Warranty") shall commence on the date of the purchase of the Warranty from Advantage Technologies, Inc. ("Advantage"), as listed in Advantage's Product and Support Confirmation Statement (the "PSCS") at the time of order, which denotes hardware model number, serial number, contract number, and dates of coverage for applicable hardware or products and/or parts.

Advanced Replacement

You are entitled to advanced replacement for malfunctioning products and/or parts as noted in our PSCS. After reasonable diagnosis and troubleshooting by the Advantage Authorized Support Partner Helpdesk ("Advantage ASP"), and determination by Advantage ASP that the product and/or part is malfunctioning and eligible for advanced replacement, Advantage will use commercially reasonable efforts to ship via overnight courier the replacement product and/or part within one (1) business day of the approved request using a replacement product and/or part selected by Advantage. For requests made after 1:00 P.M. eastern time, Advantage will ship the next business day in the manner described above. In no event shall Advantage be liable for failing to meet the aforementioned deadlines if either the replacement product and/or part are not available or if the overnight courier is delayed for any reason, as such matters are beyond Advantage's control.

Requests for advanced replacement shall be made to Advantage ASP during regular business hours unless support for 24 hour a day, 7 day a week service ("Advantage ASP 24x7") has been purchased from Advantage. You must provide the contract number, malfunctioning product and/or part description, serial number, and any other required information concerning the product and/or part for which advanced replacement is being requested. After sufficient diagnosis and troubleshooting, if the Advantage ASP technician determines the existence of a defect and if a return is deemed appropriate, Advantage will provide a Return Merchandise Authorization ("RMA") number to be used when returning the malfunctioning product and/or part.

The replacement product and/or part will be either permanent or temporary. If it is temporary then it will be of equal or greater value and for use while the same or similar product and/or part as the malfunctioning product and/or part is being obtained.

If Advantage provides you with a temporary replacement product and/or part of greater value you may elect to permanently keep that product and/or part and pay the difference in price between the malfunctioning product and/or part and the replacement product and/or part.

The replacement product and/or part will be delivered to the site of the malfunctioning product and/or part to be replaced as detailed on completed Advanced Hardware Replacement Request Form (<http://www.atny.biz/support/>).

If the malfunctioning product and/or part is replaced, you are responsible for returning the malfunctioning product and/or part to Advantage within ten (10) business days from the date the replacement is received. If the malfunctioning product and/or part is not returned within ten (10) business days: (i) you shall be invoiced for the cost of the replacement product and/or part at Advantage's then-prevailing standard list prices, and (ii) the RMA will be cancelled.

You shall return the malfunctioning product and/or part to Advantage in its original or comparable packaging sufficient to prevent damages in transit from electrostatic discharge, or other similar effect with the RMA number clearly displayed on the packaging. You shall bear the risk of loss for any malfunctioning product and/or part until it has been received at the Advantage specified ship-to location. Any shipping fees, duties, taxes, freight costs, or other similar charges associated with the return are your responsibility.

If the malfunctioning product and/or part is returned and Advantage then determines that the alleged defect is not covered by this Warranty, you shall either return the replacement product and/or part or pay the full purchase price for the replacement product and/or part within ten (10) days of your receipt of such notification from Advantage.

Exclusions

The following represents exclusions from coverage under this Warranty:

- Loss or damage covered by any other warranty, service agreement, or insurance policy in effect at the time of the failure;
- Loss or damage due to purchaser's failure to properly install, operate, maintain, or clean the product and/or part in accordance with the local codes and the manufacturer's printed instructions, or from use in any combinations not approved in the manufacturer's specifications, or from any authorized modifications or alterations;
- Loss or damage due to theft, vandalism, riot, or general environmental conditions, including but not limited to rust, corrosion, mold, sand, dirt, dust, and animal or insect infestation;
- Loss or damage due to accidental or intentional physical damage, spilled liquids, misuse, abuse, or service costs or damage caused by unauthorized repair personnel;
- Loss or damage due to software virus, improper connections or electrical wiring, user facilitated adjustments and settings, inaccessible products or parts, or negligence;
- Loss or damage due to force majeure which shall mean delay(s) caused by any governmental or quasi-governmental entity; shortage(s) of material(s), natural resource(s), or labor; fire; catastrophe; earthquakes or other natural disasters; labor strike(s); civil commotion; riot(s); war or war condition(s); act(s) of terrorism; nuclear incident(s); act(s) of God; governmental prohibition(s) or regulation(s) including extraordinary administrative delay(s); inability to obtain material(s); or any and all other extraordinary cause(s) (but not including financial inability). If an event of force majeure occurs, neither party shall have any liability to the other for non-performance of the

affected provision of this Agreement and neither party shall be in default under this Agreement for failure to perform due to force majeure;

- Alteration of the product and/or part including, but not limited to removal of the serial number;
- Any service request that results in customer education or no problem found;
- Product and/or part that is not listed in the PSCS;
- Conditions that existed prior to purchase and delivery of the product and/or part or the PSCS; and
- Loss or damage to the product and/or part while in the course of transit, delivery, or redelivery.

Warranty Limits of Liability

Any amounts for which Advantage shall become liable for by reason of the terms of this Warranty shall not exceed the original purchase price of the malfunctioning product and/or part, excluding taxes.

You may be asked to provide proof of purchase as a condition for receiving service under this Warranty. Your purchase order and/or purchase receipt should be kept with this Warranty in a safe place.

IN NO EVENT SHALL ADVANTAGE OR ITS AFFILIATES, OTHER PARTNERS, SUPPLIERS, OFFICERS, DIRECTORS, AGENTS, OR EMPLOYEES (COLLECTIVELY, “RELEASED PARTIES”) BE LIABLE TO YOU FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL, PUNATIVE, OR CONSEQUENTIAL DAMAGES, OR (II) LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOSS OF DATA, MESSAGES OR USE. THE FOREGOING LIMITATION SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION UNDER WHICH SUCH DAMAGES ARE SOUGHT AND EVEN IF ADVANTAGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE RELEASED PARTIES’ AGGREGATE TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS ADVANCED REPLACEMENT WARRANTY DURING THE TWELVE (12) MONTH PERIOD FOR WHICH ANY FEE PAID RELATES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IS LIMITED TO THE AMOUNT PAID FOR PROVISION OF THE SERVICES IN RELATION TO THAT PERIOD.