

One-Year Limited Warranty (United States Only)

BetterBuilt.Com LLC ("BBC") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. BBC warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is one year beginning on the date of invoice, as further described in the following text.

Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by BBC, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by BBC.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a BBC system after the system is shipped from BBC; accessories or parts added to a BBC system through BBC's system integration department; accessories or parts that are not installed in the BBC factory; or BBC-SPECIAL products. Monitors, keyboards, and mice that are BBC branded or that are included on BBC's standard price list are covered under this limited warranty; all other monitors, keyboards, and mice (including those sold through the BBC-SPECIAL program) are not covered.

During the one-year period beginning on the invoice date, BBC will repair or replace products returned to BBC's facility. To request limited warranty service, you must contact BBC's Customer Technical Support within the limited warranty period. Refer all calls to 1-877-325-1109, fax at 330-493-7750, or our web site http://www.betterbuilt.com will contain the latest up to date contact information for obtaining customer assistance. If limited warranty service is required, BBC will issue a Return Material Authorization Number. You must ship the products back to BBC in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. BBC will ship the repaired or replacement products to you freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

NOTE: Before you ship the product(s) to BBC, back up the data on the hard-disk drive(s) and any other storage device(s) in the product(s). Remove any removable media, such as diskettes, CDs, or PC Cards. BBC does not accept liability for lost data or software.

BBC owns all parts removed from repaired products. BBC uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If BBC repairs or replaces a product, its limited warranty term is not extended.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). BBC'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN

HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

BBC DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to BBC's one-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.

Jurisdiction and Disputes

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) AGAINST BetterBuilt.Com LLC ("BBC") arising from or relating to this limited warranty, its interpretation, or the breach, termination or validity thereof, the relationships which result from this limited warranty (including, to the full extent permitted by applicable law, relationships with third parties), BBC's advertising, or any related purchase SHALL BE GOVERNED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO. ALL DISPUTES UNDER THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY LITIGATION IN THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN STARK COUNTY, OHIO. The litigation will be limited solely to the dispute or controversy between you and BBC. Any award of the litigate(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Information may be obtained and claims may be filed with BBC at 6316 Middlebranch Ave NE, Canton, OH 44721.