



Warranty Information

This agreement (“Agreement”) applies to the acquisition of hardware products (“Products”) from eSupport.com, Inc. by a eSupport.com customer (“Customer”).

- 1. Counteroffer.** This Agreement is a counteroffer to Customer’s offer to acquire Products. eSupport.com does not agree to any other terms, including without limitation any terms on Customer’s purchase order. Customer’s acceptance of Products shall constitute Customer’s acceptance of this Agreement.
- 2. Payment.** eSupport.com will invoice Customer according to eSupport.com’s current price list. Payment by Customer of the full invoice amount will be due within thirty (30) days after the date of such invoice. Customer shall pay all applicable taxes (other than taxes based on eSupport.com’s net income).
- 3. Delivery and Acceptance.** eSupport.com shall use its reasonable commercial efforts to deliver the Products to the addresses and by the dates requested by the Customer. Title to Products will pass upon shipment; risk of loss of the Products will pass upon delivery of Products to Customer. Unless otherwise agreed by eSupport.com in writing, Customer will be responsible for all shipment costs. Products will be deemed accepted upon delivery and Customer hereby waives all right of revocation.
- 4. Product Warranty.** Products are warranted to be free from defects in materials and workmanship for thirty (30) days from the date of purchase. In addition, eSupport.com warrants the products to be compatible in the base system specified at the time of purchase only. eSupport.com, at its option, either will repair or replace any defective Product which is returned to eSupport.com at Customer’s expense or will refund its purchase price. Repair, replacement, or refund is the sole remedy for breach of this warranty. This warranty is extended to Customer only and in no event to any other party. This warranty does not cover defects or damages resulting from: (a) use of Products other than in a normal and customary manner; (b) physical or electronic abuse or misuse, accident, or neglect; or (c) unauthorized alterations or repairs made to Products.

THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 4, eSupport.com PROVIDES THE PRODUCTS ON AN “AS IS” BASIS.

- 5. Limitations of Liability.** IN NO EVENT WILL eSupport.com BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF eSupport.com HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL eSupport.com’s AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO PRODUCTS EXCEED THE PRICE OF PRODUCTS.
- 6. Product Service.** To obtain warranty service, Customer shall promptly notify eSupport.com in writing of defective Products. Upon such notification, eSupport.com will provide Customer with a Return Materialization (“RMA”) number. All RMA numbers are valid for fourteen (14) days. Customer shall return all such defective Products to eSupport.com fully insured and freight prepaid.

- 7. Confidential Information.** The Products contain certain valuable confidential or proprietary information of eSupport.com which is not generally known to the public (herein “Confidential Information”). Customer agrees that it will not abuse or disclose to any third party any Confidential Information except as expressly permitted by this Agreement. This section shall not apply to the extent customer can establish that such information: (a) was already lawfully known to Customer; (b) has lawfully become publicly known without a breach of this Agreement; (c) was lawfully received by Customer from a third party without restrictions; (d) is required to be disclosed pursuant to any statute, regulation or court order, provided, however, that Customer provides reasonable notice thereof to enable eSupport.com to obtain a protective order or take other protective measures as eSupport.com may deem necessary. Customer agrees that it shall not reverse compile, disassemble, or otherwise reverse engineer Products and that it shall not use Products except as expressly permitted by this Agreement. Customer understands and agrees that all information provided by Customer shall be non-confidential.
- 8. Applicable Law.** This Agreement shall be subject to the laws of the State of Massachusetts, as such laws are applied to agreements entered into and to be performed in Massachusetts between Massachusetts residents. The State and Federal courts located in Essex County, Massachusetts shall have sole jurisdiction over and shall be the sole forum for resolving any disputes arising hereunder and the parties hereby submit to the personal jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 9. Compliance with Laws: Export.** In exercising its rights and performing its obligations under this Agreement, Customer will comply with all applicable international, national, and local laws and regulations. Without limiting the generality of the foregoing, Customer will not use or re-export, or permit any person to use or re-export, the Products without all required licenses, and Customer will comply, and require all of its own customers to comply, with all applicable export and import control laws. Customer will defend, indemnify, and hold harmless eSupport.com and its successors, agents, officers, directors, and employees from and against any violation of any laws or regulations by Customer or any of its agents, officers, directors, employees, or customers.
- 10. General.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision which most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. Neither this Agreement nor any rights or obligations of Customer may be assigned by Customer in whole or in part. Any assignment in derogation of the foregoing shall be void. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, or acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause that is beyond the reasonable control of such party. This Agreement sets forth the entire understanding and the agreement of the parties and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter of this Agreement and may be changed only by a writing signed by both parties.



Return Policy

eSupport.com© Software, Inc. warrants all software/firmware products to be free of defects for a period of thirty (30) days from the date of purchase. See reverse side for full warranty terms. All prepackaged software/firmware sales are final. If this product is somehow defective upon receipt, please call **978/686-2204**.

To return a defective ESupport.com product, you must FIRST FILL OUT THE “Product Registration and Technical Support Information” sheet THAT WAS ATTACHED TO THE PRODUCT BAG. After filling out this sheet, you must then call to request an RMA (Return Merchandise Authorization). Our technical support staff, who can be reached at 978/686-2204, issues this number. You must speak to a technician to process an RMA request. You **must** have your packing list/invoice # available when you call. Returns cannot be accepted without an RMA clearly printed on the outside of the package. **RMA numbers are only valid for 14 days from date of issue.** eSupport.com reserves the right to refuse any and all packages that have an invalid RMA number.

A restocking fee will be charged for any product returned that was never used, returned for third party incompatibility problems (determined by eSupport.com Technical Support Staff), and those products found to be in proper functioning order upon testing at our facilities. This fee shall not be less than 20% of the purchase price. In the event that the returned product is not in re-salable condition, whether returned for credit or exchange, the full purchase price will be charged. Furthermore, customers will be assessed fees for any missing, damaged, or marked manuals, damaged license labels, damaged chips, chip puller tools, or any other items that were shipped to you that are not returned, or not received by eSupport.com in re-salable condition.

The refund amount will consist only of the purchase price for the merchandise minus any applicable restocking fee. The refund amount **will not include any shipping and handling charges.** Any and all refunds requested after the 30-day period are at the sole discretion of eSupport.com management.

A credit/refund will be issued by eSupport.com only when product has been received in proper shipping containers, including all documentation and other parts that are associated with the returned merchandise (for example, chip puller tool and manuals). **A copy of your sales order must be enclosed in the package to ensure proper credit. Missing invoices could delay the processing of your refund by as much as 2 weeks. Please return the product in a box with the RMA # clearly printed on the package. It is the customer’s responsibility to ensure that eSupport.com receives the returned merchandise. Therefore, all returns should be shipped in a traceable manner. Credits will not be issued for returns not received, nor for damaged or missing merchandise.** Credit card credits and refund checks are issued on the last day of each month only.

Technical support issues are handled on a priority basis. Incoming calls are handled first. E-mail, FAX, and voicemail are handled on an as time permits basis.

Technical Support cannot be reached by calling the corporate, or Sales offices.

Waiting times will vary with call volume please be patient when calling tech support. Waiting times can average up to 20 minutes and can at peak times be longer.