

3 Year System Warranty

(System orders only)

Monkberry Inc., ("Monkberry") warrants its computer system(s), ("System"), to the original purchaser, ("Customer"), against defects in material and workmanship for a period of three (3) years from the date of the original Monkberry invoice under normal use and service. Monkberry warrants the monitor to the original purchaser, against defects in material and workmanship for a period of one (1) year from the date of the original Monkberry invoice under normal use and service. The 2nd and 3rd years are covered by the manufacturer. A Monkberry system ("System") is defined as a computer system manufactured by Monkberry of which consists of a motherboard, main memory, case, power supply, disk controller(s) video adapter, input/output controller(s), port(s), hard drive(s) and monitor. This warranty only covers the Monkberry system which is bootable. This warranty does not cover damages resulting from alternations, assemble, negligence, accidents, misuse, abuse, improper power source, improper operating environment, or repairs and services rendered by anyone other than a service representative authorized by Monkberry, or perils such as war, fire, theft, water or vandalism. This warranty is valid only within the United States and applies only to merchandise which are new and in original packaging which are unopened on the date of purchase. Data recovery and or liability is the sole responsibility of the purchaser. In no event will Monkberry be held liable for data loss and or recovery!

Warranty Services

All warranty services may be performed by Monkberry and its authorized technicians only. Monkberry shall not be responsible and will not honor any warranty claims resulting from any other services rendered to the Monkberry system. At the sole discretion of Monkberry, the system or its components may be repaired, replace, or substituted. Customers sole and exclusive remedy for claims under this warranty is through this warranty service. To acquire warranty service, the customer must first obtain an RMA number. The RMA number must be clearly marked on the outside of each package returned. All returned merchandise must be packed in their original packaging including all original accessories and documents. The customer must prepay and insure all return shipment(s). Risk or loss due to improper labeling or delivery is solely the responsibility of the customer. Additionally, all merchandise to be returned under this privilege must be processed according to the instructions as described in the MONKBERRY RMA POLICY.

Return Privilege

(Monkberry RMA Policy)

A Monkberry System may only be returned for credit or refund no later than fifteen (15) days from the date of the original Monkberry invoice. Any Monkberry System return(s) must be accompanied by an RMA number. All returns must comply with the instructions in the MONKBERRY RMA POLICY. All manufacturer's warranty cards, where applicable, and manuals must be left blank and returned with the system. Customers should leave the warranty cards, where applicable, blank, until after thirty (30) days. After fifteen (15) days from the date of the original invoice, and before thirty (30) days from the date of the original invoice, merchandise may be returned under the same conditions as described in the above paragraphs and shall be subject to a minimum of twenty percent (20%) restocking and handling charge. After thirty (30) days from the date of the original invoice, the merchandise may only be replaced or repaired by the original manufacturer. No return privilege, either credit or refund, shall be given to such merchandise. All expendable items, software, and shipping costs are not returnable or refundable.

Parts Warranty

(parts order only)

Limited warranty

All computer components and parts ("Merchandise") sold through Monkberry with the exception of the central processing units, coprocessors, and memory products, are covered by a one (1) year manufacturer's warranty on both parts and labor, from the date of the original invoice, to the original purchaser, under normal use and service. The responsibility of Monkberry is limited to what is described in the section "Return Privilege" below. Central processing units are covered by a thirty (30) day parts and labor manufacturer's warranty, from the date of the original invoice, to the original purchaser, under normal use and service. This warranty does not cover damages resulting from alterations, assemble, negligence, accidents, misuse, abuse, improper power source, improper operating environment, or repairs and service rendered by anyone other than a service representative authorized by Monkberry, or perils such as war, fire, theft, water, or vandalism. This warranty is valid only in the United States and applies to merchandise which are new and in original packaging which are unopened on the date of purchase.

Warranty Services

All warranty services are performed by the original manufacturer. Monkberry shall not be responsible and will not honor any warranty claims resulting from any other services rendered to the merchandise. Monkberry shall only provide the services as described in the section titled "Return Privilege" below.

Return Privilege

To exercise this privilege, the customer must first obtain an RMA number. The RMA number must be clearly marked on the outside of each package returned. All returned merchandise must be packed in their original packaging including all original accessories and documents. The customer must prepay and insure all return shipment(s). Risk of loss due to improper labeling or delivery is solely the responsibility of the customer. Additionally, all merchandise to be returned under this privilege must be processed according to the instructions as described in the MONKBERRY RMA POLICY.

Merchandise may only be returned for credit or refund no later than fifteen (15) days from the date of the original Monkberry invoice and must be accompanied by an RMA number. Customers should leave all manufacturer's warranty cards, where applicable, blank until after thirty (30) days.

After fifteen (15) days from the date of the original invoice, and before thirty (30) days from the date of the original invoice, merchandise may be returned under the same conditions as described in the above paragraphs and shall be subject to a minimum of twenty percent (20%) restocking and handling charge.

After thirty (30) days from the date of original invoice, the merchandise may only be replaced or repaired by the original manufacturer. No return privilege, either credit or refund, shall be given to such merchandise.

All expendable items, software, and shipping costs are not returnable or refundable.

Claims and Damages

All merchandise and packages are inspected before shipment. Claims for damaged goods or incomplete shipments must be filed with the carrier immediately by the customer. The carrier is responsible for incomplete shipments or damages incurred during shipment.

Storage fees and email services

Monkberry reserves the exclusive right to provide email service(s) to its paying (current) customers ONLY.

Monkberry further reserves the exclusive right to charge clients for not picking up finished materials at \$25.00 per day.

Disclaimer

ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THE MONKBERRY SYSTEM, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED, SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF THIS SYSTEM IS NOT IN GOOD WORKING ORDER AS WARRANTED ABOVE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. IN NO EVENT WILL MONKBERRY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE MERCHANDISE. THIS LIMITATION APPLIES TO DAMAGES OF ANY KIND INCLUDING ANY DIRECT OR INDIRECT DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SPECIAL INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER FOR BREACH OF CONTRACT, TORT OR OTHERWISE ARISING OUT OF THE USE OF OR INABILITY TO USE SUCH SYSTEM, EVEN IF MONKBERRY OR AN AUTHORIZED MONKBERRY REPRESENTATIVE OR DEALER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR OF ANY CLAIM BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR SOME PRODUCTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.