

TBC Net, Inc. Limited Warranty

TBC Net Inc. (TBC) warrants that TBC computers, if properly used and set up, will be free from defects in material and workmanship for a period of three (3) years after the date the computer was purchased, whether purchased separately or as part of a computer system (with monitor, keyboard, mouse, etc.)

If the computer which is subject to this Limited Warranty fails during the warranty period for reasons covered by this Limited Warranty, TBC, at its option, will:

REPAIR the computer by means of hardware and or software; OR
REPLACE the defective component with an equivalent, new or as-new component

THIS LIMITED WARRANTY, AND ANY IMPLIED WARRANTIES THAT MAY EXIST UNDER STATE LAW, APPLY ONLY TO THE ORIGINAL PURCHASER OF THE COMPUTER OR COMPONENT AND LAST ONLY FOR AS LONG AS SUCH PURCHASER CONTINUES TO OWN THE COMPUTER OR COMPONENT.

EXTENT OF LIMITED WARRANTY

This limited warranty does not cover any items that are in one or more of the following categories: software; accessories or parts added to a TBC system after the system is shipped from TBC; accessories or parts that are not installed by TBC. Hard drive, power supply and external devices installed by TBC at time of purchase will be covered for a period of no more than one (1) year after date of purchase. Monitors sold with system at time of purchase will be covered for a period of no more than three (3) years.

This limited warranty does not cover damages due to external causes, including accident, problems with electrical power, usage not in accordance with product instructions, misuse, neglect, alteration, repair, improper installation, improper testing, act of nature, terrorism, or war.

NOTE: Before you ship the product(s) to TBC, 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. TBC does not accept liability for lost data or software.

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

WARRANTY LIMITATIONS AND EXCLUSIONS

THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE LIMITATION MAY NOT APPLY TO YOU. ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. NO WARRANTIES APPLY AFTER THAT PERIOD. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY

TBC'S RESPONSIBILITY UNDER THIS, OR ANY WARRANTY, IMPLIED OR EXPRESS, IS LIMITED TO REPAIR OR REPLACEMENT, AS SET FORTH ABOVE. THESE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF WARRANTY. TBC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, DOWNTIME, GOODWILL, DAMAGE TO OR REPLACEMENT OF EQUIPMENT OR PROPERTY, AND ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH A SYSTEM BUILT BY TBC. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.