



## **Canyonlands Computer Consulting One Year Limited Warranty**

### **Introduction**

This document defines the terms and conditions of the one year limited hardware warranty on all custom built computer purchases including those items that Canyonlands Computer Consulting may be contracted to purchase or provide on our Clients behalf. All Clients will be subject to the following agreement.

By making a purchase of a custom built computer or placing an order with Canyonlands Computer Consulting for one the Client agrees to this document, and authorizes and directs Canyonlands Computer Consulting to sell them items or place orders on their behalf. The purchase or order placement also states the Client's approval of the written estimate, if applicable, provided by Canyonlands Computer Consulting.

### **30 Day Money Back Guarantee**

Canyonlands Computer Consulting wants Clients to be fully satisfied with every item that they purchase from us. If you are not satisfied with a custom built computer that you have purchased from us or we purchased on your behalf, you may return the item within 30 days of delivery for a full refund of the purchase price, minus the shipping and handling charges.

The item must be returned in good condition, in original boxes, and with all paperwork, parts, and accessories to ensure full credit.

### **Credit for Returned Items**

Clients can expect a refund in the same form of payment originally used for purchase within 10-15 days of our receiving your returned product. **Please note that shipping and handling costs are non-refundable.**

See our Return and Refund Policy for more information.

### **One Year Limited Warranty**

Unless otherwise noted, Canyonlands Computers warrants the hardware inside the case of all custom built computers it sells against defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase. This warranty extends only to the original purchaser.

If a hardware defect arises within this period, Canyonlands Computers will either (1) repair the defective part at no charge, using new or refurbished replacement parts, or (2) exchange the product for the same or similar product that is new or is refurbished but functionally equivalent to the original product, or (3) refund the purchase price of the product.

Replacement product(s) or part(s), that have been installed by Canyonlands Computers, assume the remaining warranty of the original product from the initial purchase date or ninety (90) days from the date of replacement or repair.

### **Shipping Damage**

Damage due to shipping the products to you after initial purchase is covered under this limited warranty. If there is shipping damage to an item, please call us immediately at 435-259-4718.

### **Exclusions and Limitations**

This warranty applies only to hardware in custom built computer products assembled and sold by Canyonlands Computers. The



warranty does not apply to hardware in any non-Canyonlands Computers custom built computer products, or to software, even if packaged or sold with our hardware. Please refer to the licensing agreement accompanying the software for details of your rights with respect to its use and warranty.

Software distributed by Canyonlands Computers (including operating system software), installed by the Client, or any third-party, is not covered under this warranty.

Canyonlands Computers does not warrant that the operation of the product will be uninterrupted or error-free. Nor are we responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply to: (A) damage caused by use with other hardware or software products or resulting from use with third party accessories or peripheral attachments such as mice, keyboards, monitors, printers, speakers and other devices; (B) to damage caused by accident, abuse, neglect, misuse, collision, theft or burglary, negligence, vandalism, transport, riot, or other intentional acts, flood, fire, lightning, earthquake, humidity, rust, corrosion, sun, wind, hail, sand, dirt, dust, or other weather conditions, insect or rodent infestation, pets, failure or fluctuation of electrical power (including operational failure caused by a power surge), improper electrical wiring or lack of surge protection to the power supply; (C) to damage caused by operating the product outside the permitted or intended uses or not in accordance with product instructions or failure to perform routine cleaning or preventive maintenance; (D) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Canyonlands Computers or problems caused by the use of parts and components not supplied by Canyonlands Computers; (E) to a product or part that has been modified to significantly alter functionality or capability; or (F) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; (G) damage caused by painting, refinishing or replacement of cosmetic parts or damage caused by other alterations or modifications to the external surfaces of the case and power supply; (H) damage caused by programming and software maintenance, failures from programming changes made after purchase, include upgrades or patches to the operating system or installed software; (I) to damage caused by the spillage of food or liquids; (J) to damage caused by the presence of bugs, viruses, or other malicious software.

Other items that are not covered by this warranty include: (1) service and parts costs where it has been determined that repairs were not necessary; (2) injuries to persons or damage to property caused by any covered or non-covered part; or (3) products where the serial number and/or part number has been altered, defaced, or removed.

### **Manufacturer Warranties**

Many of the hardware parts that are sold by Canyonlands Computers come with a manufacturer's warranty. After our one year hardware warranty expires, it is important to note that many components may still carry a manufacturer's warranty. If one of these components fails after your Canyonlands Computers warranty has expired, Clients should contact the manufacturer directly to obtain warranty service.

Applicable warranty information can usually be found with the paperwork included inside the box or packaging. A copy of a specific warranty, where one is offered by a warrantor, will be made available for inspection before sale, or upon specific Client request. For additional information on the manufacturer's warranty for a specific product, please contact them directly.

### **Out of Warranty Service**

Canyonlands Computers has no obligation to repair or replace hardware parts beyond the one year warranty period outlined in this document; however, Canyonlands Computers may repair or replace parts provided that (1) Client pays for the cost of obtaining the part(s); (2) Client pays for the cost of the labor required to replace said parts; (3) the part(s) are available for purchase and replacement.

Upon expiration of the one year warranty, Canyonlands Computers may provide additional services from the date of expiration for the lifetime of the computer. These services are subject to additional charges. Canyonlands Computers will have the option to replace defective parts with new, refurbished, or functionally equivalent products in the event that we determine that a repair is impracticable. The Client shall pay for all shipping, labor, parts, and other charges associated with any out of warranty services.



## **Warranty Rules & Regulations**

Canyonlands Computers makes no additional warranties of any kind, express or implied, for any product manufactured by a party other than Canyonlands Computers.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, CANYONLANDS COMPUTERS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF CANYONLANDS COMPUTERS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE PERIOD OF THIS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY CANYONLANDS COMPUTERS AT OUR SOLE DISCRETION.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, CANYONLANDS COMPUTERS IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH CANYONLANDS COMPUTERS PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. CANYONLANDS COMPUTERS DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA.

## **Warranty Parts and Repairs**

Please visit our office or call 435-259-4718 for questions about warranty parts and repairs on custom built computers purchased through Canyonlands Computers.

## **Obtaining Warranty Service**

To obtain service under this warranty, Clients can call Canyonlands Computers at 435-259-4718. You will need to provide us with a brief overview of the issue you are experiencing. Canyonlands Computers will assist you in diagnosing the problem. If the problem is determined to be hardware related and cannot be resolved, we will authorize warranty service. If you are shipping the computer in for warranty service, please return the product as instructed below. Please do not return any computers by mail without prior authorization.

## **Place of Service**

All repairs and replacements for products under warranty will be performed at Canyonlands Computers location at 88 East Center Street, Moab, UT 84532. The original purchaser must be present when dropping off the computer for repair. Upon drop off for service, you may be asked to provide proof of purchase as a condition for receiving service under this warranty.

If you live outside of the Moab area, you may be required to ship the warranted computer to the designated repair center listed above. Please make sure to include a copy of your purchase receipt when shipping your computer in for repair. Only return shipping charges will be covered under this warranty.

**Your original purchase receipt should be kept with this warranty in a safe place.**



### **Availability of Service**

Service shall be available Monday to Friday during our regular business hours of 8:30 AM to 5:30 PM Mountain Standard Time (MST), excluding holidays.

### **Repeated Service**

If a Clients computer requires service more than once within a ninety (90) day period, any additional service must be completed by Canyonlands Computers.

### **No Lemon Policy**

For warranties: If your product fails three (3) times due to the same part(s) failure, upon the fourth (4th) failure we will replace the failed product with a new or refurbished product of like kind, quality, functionality and features.

### **Delays**

We will exercise reasonable efforts in performing our obligations under this warranty, but we shall not be liable for any damages arising out of delays and in no event shall we be liable for consequential damages. In the event your repair requires more than thirty (30) days for completion, the expiration date of warranty will be extended by the repair time in excess of thirty (30) days.

### **Parts and Materials**

Materials furnished as replacements for parts will be drawn from our inventory of new or refurbished parts and components or ordered from one of our suppliers as necessary.

### **Unavailability of Parts**

If Canyonlands Computers determines that we are unable to repair a Clients computer due to the unavailability of functional parts, the maximum liability owed to you under this warranty will be the lesser of (1) the current market value of a product of like grade and quality; or, (2) the retail price paid for your computer minus sales tax, in lieu of service repairs; or, (3) replacement of a product of like grade and quality.

### **Preparing for Warranty Service**

Before a Client delivers their product for warranty service it is their responsibility to create and keep a separate backup copy of the operating system software, application software, and any user data contained on the computer hard drive or other media. After repairs are complete you will be responsible for reinstalling all software and transferring all data back to your computer. Canyonlands Computers is not liable for any damage to or loss of any programs, data, or other information stored on any media, or part not covered by this warranty. Recovery and reinstallation of operating system and application software and user data are not covered under this warranty.

### **Return Instructions**

#### **Direct Returns**

Follow these steps to return an item directly:



1. Call Canyonlands Computers office at 435-259-4718 to discuss your return options.
2. Before visiting Canyonlands Computers, place the item securely in the original package.
3. Enclose the original packing slip with the item. If you do not have a packing slip, bring a copy of your paid invoice, payment confirmation email, or purchase receipt, and warranty.
4. All products must be returned in good condition, in original boxes, and with paperwork, parts, and accessories to ensure full warranty service.
5. Bring the package to the Canyonlands Computers office.
6. We will process your return and begin the repairs. You can expect repairs to be completed within 5-10 business days of our receiving the item(s). However, please allow 30 business days for the repair process to be completed. Delays may be experienced in the case of incomplete returns.

### Returns by Mail

Follow these steps to return an item by mail:

1. Pack the item securely in the original package, if possible. Enclose the return portion of the original packing slip with the item. If you no longer have the packing slip, enclose a copy of your paid invoice, payment confirmation email, or purchase receipt, and warranty.
2. All products must be returned in good condition, in original boxes, and with all paperwork, parts, and accessories to ensure full warranty service.
3. All return shipping charges must be prepaid. We cannot accept C.O.D. deliveries.
4. Contact Canyonlands Computers at 435-259-4718 to obtain your Return Authorization Number. Once you have obtained your Return Authorization Number (RMA), ship the return package to the address provided. For your protection, we recommend that you use UPS or Insured Parcel Post for your return.
5. Keep the Return Tracking Number from the package you are returning to ensure that the package is returned to our office.
6. We will process your return and begin the repairs. You can expect repairs to be completed within 5-10 business days of our receiving the item(s). However, please allow 30 business days for the repair process to be completed. Delays may be experienced in the case of incomplete returns. **Please note that shipping and handling costs are non-refundable.**

Once the repairs are completed, we will drop-off or ship the item back to you at no cost. If there is delivery or shipping damage to an item upon return, please call us immediately at 435-259-4718.

### Warranty Agreement

By signing below or accepting delivery of any of the products listed on the invoice I certify that I have read, understand and fully agree to all of the above terms of this warranty.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Technician's Signature: \_\_\_\_\_

Date: \_\_\_\_\_