

DataLAN Systems Server Warranty

DataLAN Systems, Inc. believes our servers to be the most reliable product of its kind available today. However, if your DataLAN Server fails during the first three (3) years following purchase because of defects in materials or workmanship, DataLAN Systems, Inc. will repair or replace the defective component(s) (at DataLAN Systems, Inc.'s option) at no charge.

There are, of course, some limitations to this Warranty. First you must be the original end user purchaser of the product and be able to provide proof of purchase showing the date of purchase if you submit a Warranty claim. Second, you must contact DataLAN Systems, Inc. as indicated below, and upon request, describe the failure making this a warranty claim. Third, the product failure must not be a result of product abuse on your part, such as dropping the DataLAN Server, using incorrect electrical current, or getting the DataLAN Server wet. Fourth, DataLAN Systems will dispatch a qualified technician to repair or replace the said hardware in a timely matter, at DataLAN's discretion. If for any reason the hardware being replaced requires upgrades or replacements of functioning components, these costs incurred will be the sole responsibility of the end user. There are also some legal limitations to this Warranty:

EXCEPT AS SET FORTH ABOVE, WITH RESPECT TO THE DATALAN SERVER OR THE ASSOCIATED SOFTWARE, DATALAN SYSTEMS MAKES NO WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

IN NO EVENT SHALL DATALAN SYSTEMS, INC. BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE HARDWARE, SOFTWARE, OR SERVICES, LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE DATALAN SERVER. THIS LIMITATION SHALL APPLY EVEN IF DATALAN SYSTEMS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

This Warranty will be governed in accordance with the laws of the State of Pennsylvania and the United States of America.

To obtain Warranty service for your DataLAN Server, please contact DataLAN Systems Customer Service at:

- DataLAN Systems, Inc.
907 Old Scalp Ave.
Suite 121
Johnstown, Pa 15904
- Call (814) 262-9693 and contact The Technical Services Coordinator
- Email support@data-lan.net

End user covered by this warranty:

Server SN:	100102
End User:	John Doe JD Corporation 123 Main St. Anytown, PA 12345
Effective:	1/1/2005 through 1/1/2008