

# SAN DIEGO FUTURES FOUNDATION

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## WARRANTY, RETURN POLICY, and TERMS AND CONDITIONS

The San Diego Futures Foundation (SDFF) values its relationship with our customers, and offers a 90-day warranty on the sale of used products, and the option to return most products purchased directly from SDFF within 7 days of purchase. The following document describes our policies related to warranties, return, and purchase terms and conditions. By purchasing equipment from SDFF, the customer agrees to the following:

### WARRANTY

#### WHAT IS COVERED?

The limited hardware warranty covers defects in materials in the hardware products that the customer purchased from SDFF.

#### WHAT IS NOT COVERED?

This limited hardware warranty does not cover:

- Software, including the operating system and software or the reloading of software
- Problems that result from:
  - External causes such as accident, abuse, misuse, or problems with electrical power
  - Computer repairs/servicing not authorized by SDFF
  - Usage that is not in accordance with product instructions
  - Failure to follow the product instructions or failure to perform preventive maintenance
  - Problems caused by using accessories, parts, or components not supplied by SDFF
- Products with missing or altered serial numbers
- Products for which SDFF has not received payment
- Normal wear and tear
- Batteries
- Light bulbs or projector lamps
- Cosmetic flaws
- Problems caused by viruses and spyware

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION). SDFF'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THE LIMITED WARRANTY PERIOD REFLECTED ON YOUR PACKING SLIP OR INVOICE. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY OR FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

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SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### HOW LONG DOES THE WARRANTY LAST?

The term of this Limited Warranty is 90 Days beginning from the purchase date shown on the invoice or receipt provided at the point of sale or pick-up.

The warranty period is not extended if we repair or replace a warranted product or any parts. SDFF may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

### WHAT IF I NEED WARRANTY SERVICE

Contact SDFF via phone prior to returning product for repair or service. An SDFF service representative will help troubleshoot the issue and determine whether service is needed. Refer to the table below for contact information regarding warranty service:

*PHONE	619-269-1684 extension 1
SERVICE CENTER	4283 El Cajon Blvd. #140 San Diego CA 92105
WEB	<a href="http://www.sdfutures.org">http://www.sdfutures.org</a>
EMAIL	<a href="mailto:brady@sdfutures.org">brady@sdfutures.org</a>

\*Long distance and other charges may apply.

### WHAT WILL SDFF DO?

During the 90-day limited hardware warranty, SDFF will repair any hardware products returned that prove to be defective in materials or workmanship. If SDFF is not able to repair the product, we will replace it with a comparable product that is new or refurbished.

When you contact us, SDFF technical staff will troubleshoot your issue over the phone to determine whether warranty repair or replacement service is needed. If we determine that the product requires warranty service, we will issue a Return Material Authorization (RMA) Number for you to include with the product when returned for service. You must return the product to us in its original or equivalent packaging, prepay shipping charges if necessary, and insure the shipment or accept the risk if the product is lost or damaged in shipment.

SDFF will make the equipment available for pickup at the address listed above. If we determine that the problem is not covered under this warranty, the product will become available for pick up "as is" and we will notify you of the service alternatives that are available to you on a fee basis.

Before you bring the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). Remove any confidential, proprietary, or personal information and removable media such as floppy disks, CDs, DVDs or PC Cards. We are not responsible for any of confidential, proprietary, or personal information, lost or corrupted data, or damaged or lost removable media.

### HOW WILL YOU FIX MY PRODUCT?

SDFF uses new and refurbished parts made by various manufacturers while performing warranty repairs, and while building replacement parts and systems. All parts and systems are inspected and tested for quality. Replacement parts and systems are covered for the remaining period of the limited hardware warranty for the product you bought. SDFF owns all parts removed from repaired products.

### ADDITIONAL TECHNICAL SUPPORT

Technical support for non-warranty issues is not provided.

### DISCLOSURE

- SDFF is not the manufacturer of the software or operating system and does not guarantee that the software or operating system will be free from errors, either in isolation or in combination with hardware.
- The Warranty is not transferable.
- The Warranty is void if it is determined that the computer hardware was tampered with after the customer has taken delivery. The customer is permitted to add standard expansion parts or software at his/her own risk. Additional parts or software are not covered under this warranty, nor is any incidental damage caused by customer-added parts or software from 3<sup>rd</sup> party vendors.

## **RETURNS AND REFUNDS**

You may return eligible products for a credit or a refund of the purchase price paid, less shipping, handling, and any applicable restocking fees, as set forth in detail below.

All hardware, accessories, peripherals, and parts may be returned within 7 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees. Any product returned to SDFF without prior authorization from SDFF will be considered unauthorized and the customer will not receive a credit.

Unless the product is defective, or the return is a direct result of an SDFF error, SDFF may charge a restocking fee of up to 15% of the purchase price paid, plus any applicable sales tax.

## **HOW TO RETURN A PRODUCT**

If returning a product, you must first contact SDFF customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period, which is 7 days from date of receipt or invoice. SDFF will not accept returns without a CRA number. Refer to the contact table in the WARRANTY section for contact information.

Products must be returned in their original packaging, if provided, along with any media, documentation, and any other items that were included in the original shipment. All returns must be accompanied by the original receipt.

All returns and exchanges must be made in person at the following address:

SDFF Hardware Department  
4283 El Cajon Blvd Suite 140  
San Diego CA, 92105

Upon receipt of your return, SDFF will issue a credit or a refund of the purchase price paid, less shipping and handling and any applicable restocking fees subject to this policy. **Refunds are issued by check only and are mailed within 30 days of the date of return.**

**Note:** Before you return the product to SDFF, make sure to back-up any data on the hard drive(s) and on any other storage device in the product. Remove any and all confidential, proprietary, and personal information as well as removable media such as floppy disks, CDs, DVDs and PC Cards. SDFF is not responsible for any confidential, proprietary, or personal information, lost or corrupted data, or damaged or lost removable media that may be included with your return.

### TERMS AND CONDITIONS

U.S. Terms and Conditions of Sale - Direct (Applies to all direct purchases - by internet, phone, or SDFF Service Center)

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THIS DOCUMENT CONTAINS A BINDING ARBITRATION CLAUSE.**

NOTE: These U.S. Terms and Conditions of Sale apply to direct purchases made from SDFF by phone, the Internet, or the SDFF Direct Service Center.

These terms and conditions ("Agreement") apply to your purchase of products and/or services and support ("Product") sold in the United States by the San Diego Futures Foundation (SDFF), including its affiliates or subsidiaries. By accepting delivery of the Product, you accept and are bound to the terms and conditions of this Agreement. If you do not wish to be bound by this Agreement, you must notify SDFF and return your purchase pursuant to SDFF's Return Policy. See: <http://www.sdfutures.org/ourwork/computers/returnpolicy.htm> THIS AGREEMENT SHALL APPLY UNLESS (I) YOU HAVE A SEPARATE PURCHASE AGREEMENT WITH SDFF, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN; OR (II) OTHER SDFF TERMS AND CONDITIONS APPLY TO THE TRANSACTION.

- 1. Other Documents.** This Agreement may NOT be altered, supplemented, or amended by the use of any other document(s) unless otherwise agreed to in a written agreement signed by both you and SDFF. If you do not receive an invoice or acknowledgement in the mail, via e-mail, or with your Product, information about your purchase may be obtained by contacting SDFF.
- 2. Payment Terms; Orders; Quotes; Interest.** Terms of payment are within SDFF's sole discretion. Payment must be received by SDFF prior to SDFF's acceptance of an order. Payment for the products will be made by credit card, wire transfer, or some other prearranged payment method unless credit terms have been agreed to by SDFF. Invoices are due and payable within the time period noted on your invoice, measured from the date of the invoice. SDFF may invoice parts of an order separately. Your order is subject to cancellation by SDFF, in SDFF's sole discretion. Unless you and SDFF have agreed to a different discount, SDFF's standard pricing policy for SDFF-branded systems, which include both hardware and services in one discounted price, allocates the discount off list price applicable to the service portion of the system to be equal to the overall calculated percentage discount off list price on the entire system. SDFF is not responsible for pricing, typographical, or other errors in any offer by SDFF and reserves the right to cancel any orders resulting from such errors.
- 3. Shipping Charges; Taxes; Title; Risk of Loss.** Shipping and handling are additional unless otherwise expressly indicated at the time of sale. Title to products passes from SDFF to Customer on shipment or pickup from SDFF's facility. Loss or damage that occurs during shipping by a carrier selected by SDFF is SDFF's responsibility. Loss or damage that occurs during shipping by a carrier selected by you is your responsibility. You must notify SDFF within 5 days of the date of your invoice or acknowledgement if you believe any part of your purchase is missing, wrong or damaged.
- 4. Warranties.** THE LIMITED WARRANTIES APPLICABLE TO SDFF-BRANDED HARDWARE PRODUCT CAN BE FOUND AT <http://www.sdfutures.org/ourwork/computers/warranty.htm> OR IN THE DOCUMENTATION SDFF PROVIDES WITH SDFF-BRANDED PRODUCT. SDFF MAKES NO WARRANTIES FOR SERVICE, SOFTWARE, OR NON-SDFF BRANDED PRODUCT, SERVICE, MAINTENANCE OR SUPPORT. SUCH PRODUCT, SOFTWARE, SERVICE, MAINTENANCE OR SUPPORT IS PROVIDED BY SDFF "AS IS" AND ANY THIRD-PARTY WARRANTIES, SERVICES, MAINTENANCE AND SUPPORT ARE PROVIDED BY THE ORIGINAL MANUFACTURER OR SUPPLIER, NOT BY SDFF. SDFF MAKES NO EXPRESS WARRANTIES EXCEPT THOSE STATED IN SDFF'S APPLICABLE SDFF-BRANDED WARRANTY OR SERVICE DESCRIPTION IN EFFECT ON THE DATE OF THE INVOICE, PACKING SLIP OR ACKNOWLEDGEMENT. SDFF-BRANDED WARRANTIES AND SERVICES ARE EFFECTIVE ON PAYMENT IN

FULL, AND SDFF IS NOT OBLIGATED TO HONOR ANY WARRANTY OR PROVIDE SERVICE UNTIL SDFF RECEIVES PAYMENT IN FULL. SDFF MAY REQUEST CANCELLATION OF THIRD-PARTY-BRANDED SOFTWARE LICENSES, SERVICES, MAINTENANCE OR SUPPORT IF SDFF DOES NOT RECEIVE PAYMENT. IF YOU PURCHASE THIRD-PARTY-BRANDED PRODUCT, SERVICES, MAINTENANCE, OR SUPPORT, ADDITIONAL THIRD-PARTY TERMS AND CONDITIONS MAY APPLY.

5. **Software.** All software is provided subject to a license agreement and you agree that you will be bound by such license agreement in addition to these terms. Title to software remains with the applicable licensor(s).
6. **Return Policies; Exchanges.** SDFF's return policy can be found at <http://www.sdffutures.org/ourwork/hardware/returnpolicy.htm> and you agree to those terms. You must contact us directly before you attempt to return Product to obtain a Return Material Authorization Number for you to include with your return. You must return Product to us in their original or equivalent packaging. You are responsible for risk of loss, shipping and handling fees for returning or exchanging Product. Additional fees may apply. If you fail to follow the return or exchange instructions and policies provided by SDFF, SDFF is not responsible for Product that is lost, damaged, modified or otherwise processed for disposal or resale. At SDFF's discretion, credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing.
7. **Changed or Discontinued Product.** SDFF's policy is one of ongoing update and revision. SDFF may revise and discontinue Product at any time without notice to you. If and when SDFF implements an online purchasing system, these changes may affect information saved in your online "cart." SDFF will ship Product that has the functionality and performance of the Product ordered, but changes between what is shipped and what is described in a specification sheet or catalog are possible. Parts used in repairing or servicing Product may be new, equivalent-to-new, or reconditioned.
8. **Service and Support.**
  - A. **Consumer Customers.** Service offerings may vary. In addition to these terms and conditions, SDFF and/or your third-party service provider may provide such service and support to you in accordance with the terms and conditions they offer or as otherwise delivered to you. SDFF and/or your third-party service provider may in their discretion revise their general and optional service and support programs and the terms and conditions that govern them without prior notice to you. SDFF has no obligation to provide service or support until SDFF has received full payment for the Product or service/support contract you purchased. SDFF is not obligated to provide third-party branded service or support, or service or support for any products or services that you purchased through a third-party and not SDFF. **It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). SDFF and/or your third-party service provider will have no liability for loss or recovery of data, programs or loss of use of system(s) arising out of the services or support or any act or omission, including negligence, by SDFF or your-third-party service provider.** SDFF and/or your third-party service provider is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to SDFF and/or your third-party service provider providing service or support, you represent that your system(s) does not contain illegal files or data. You also represent that you own the copyright or have a license to make copies to all files on your system and do not have any data that would cause SDFF or your third-party service provider to be liable for copyright infringement if such data was copied by SDFF and/or your third-party service provider. Parts used in repairing or servicing Product(s) may be new, equivalent-to-new or reconditioned.
9. **Limitation of Liability.** SDFF DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR PRODUCT NOT BEING AVAILABLE FOR USE, LOST PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SDFF WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY. YOU AGREE THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCT, SDFF IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES

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ABOVE THE AMOUNT INVOICED FOR THE APPLICABLE PRODUCT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE REMEDIES SET FORTH IN THIS AGREEMENT SHALL APPLY EVEN IF SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE.

10. **Not For Resale or Export.** You agree to comply with all applicable laws and regulations of the various states and of the United States. You agree and represent that you are buying only for your own internal use only, and not for resale or export.
11. **Governing Law.** THE PARTIES AGREE THAT THIS AGREEMENT, ANY SALES THERE UNDER, OR ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND Sdff arising from or relating to this agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this agreement, Sdff's advertising, or any related purchase SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO CONFLICTS OF LAW.
12. **Binding Arbitration.** ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHETHER PREEXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND Sdff, its agents, employees, principals, successors, assigns, affiliates (collectively for purposes of this paragraph, "Sdff") arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), Sdff's advertising, or any related purchase SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY THE NATIONAL ARBITRATION FORUM (NAF) under its Code of Procedure then in effect (available via the Internet at <http://www.arb-forum.com>, or via telephone at 1-800-474-2371). In the event of any inconsistency or conflict between NAF Code of Procedure and this Agreement, this Agreement shall control. The arbitration will be limited solely to the dispute or controversy between customer and Sdff. NEITHER CUSTOMER NOR Sdff SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The individual (non-class) nature of this dispute provision goes to the essence of the parties' arbitration agreement, and if found unenforceable, the entire arbitration provision shall not be enforced. This transaction involves interstate commerce, and this provision shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. Sdff will be responsible for paying any individual customer arbitration fees. If any customer prevails on any claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law. Otherwise, each party shall pay for its own costs and attorneys' fees, if any. Information may be obtained and claims may be filed with the NAF at P.O. Box 50191, Minneapolis, MN 55405.

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signed X: \_\_\_\_\_ Date \_\_\_\_\_

CUSTOMER HAS READ AND ACCEPTED THE TERMS AND CONDITIONS LISTED ABOVE

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## SDFF INSPECTION CHECKLIST

### External Inspection

- 1: Physical Condition: External/Internal

### System Inspection and Testing

- 2: Motherboard
- 3: Power supply / Battery
- 4: Hard disk: Format and Image
- 5: OS Installed
- 6: CPU type and speed
- 7: RAM type and quantity
- 9: CD/DVD Rom Drive
- 10: Mouse port
- 11: Keyboard port
- 12: Sound (if present)
- 13: NIC/WiFi (if present), TCP/IP: Internet Ready
- 14: USB Ports
- 15: applications installed

### Final Preparation

- 16: Internal and external cleaning
- 17: Final bench test and final inspection
- 18: Apply Windows XP and SDFF Stickers (MARS stickers if MS Office is present)

SDFF Technician: \_\_\_\_\_ Date \_\_\_\_\_