

Darkcat Systems standard warranty agreement.

Standard warranty is 1 year from invoice date unless stated otherwise.

Limited warranty

This Limited Warranty applies only to Darkcat Systems-branded hardware products. The term "Darkcat Systems Hardware Product" is limited to the hardware components and required firmware. The term "Darkcat Systems Hardware Product" DOES NOT include any software applications or programs; non-Darkcat Systems products or non-Darkcat Systems branded peripherals. All non-Darkcat Systems products or non-Darkcat Systems branded peripherals external to the Darkcat Systems Hardware Product— such as external storage subsystems, displays, printers and other peripherals—are provided "AS IS" without Darkcat Systems warranty. However, non-Darkcat Systems manufacturers and suppliers, or publishers may provide their own warranties directly.

Darkcat Systems guarantees that the Darkcat Systems Hardware Products that you have purchased or leased from Darkcat Systems are free from defects in materials or workmanship under normal use during the Limited Warranty Period. The Limited Warranty Period starts on the date of purchase or lease from Darkcat Systems. Your dated sales or delivery receipt, showing the date of purchase or lease of the product, is your proof of the purchase or lease date. You may be required to provide proof of purchase or lease as a condition of receiving warranty service. You are entitled to hardware warranty service according to the terms and conditions of this document if a repair to your Darkcat Systems Hardware Product is required within the Limited Warranty Period.

During the Limited Warranty Period, Darkcat Systems will, at its discretion, repair or replace any defective component. All component parts or hardware products removed under this Limited Warranty become the property of Darkcat Systems. In the unlikely event that your Darkcat Systems Hardware Product has recurring failures, Darkcat Systems, at its sole discretion, may elect to provide you with (a) a replacement unit of Darkcat Systems's choosing that is the same or equivalent to your Darkcat Systems Hardware Product in performance. This is your exclusive remedy for defective products.

It is mandatory that the unit model number/name and serial number be made available when requesting a warranty service event. Failure to do so may result in the event being deemed out of warranty by Darkcat Systems or, Darkcat Systems's Authorised Service Providers, and therefore chargeable to the requester.

Unless otherwise stated, and to the extent permitted by local law, new Darkcat Systems Hardware Products may be manufactured using new materials or new and used materials equivalent to new in performance and reliability. Darkcat Systems may repair or replace Darkcat Systems Hardware Products (a) with new or previously used products or parts equivalent to new in performance and reliability, or (b) with equivalent products to an original product that has been discontinued. Replacement parts are warranted to be free from defects in material or workmanship for ninety (90) days or, for the remainder of the Limited Warranty Period of the Darkcat Systems Hardware Product they are replacing or in which they are installed, whichever is longer.

Notes:

Products external to the system processor (CPU) box, such as external storage subsystems, printers and other peripherals, are covered by the applicable warranty for those products or options.

An effective repair does not necessarily require the replacement of a defective part. For example, cleaning the heads of a floppy drive or updating revision levels of ROM BIOS on a PCA board are activities that in many instances deliver an effective repair.

BIOS/Firmware upgrades are not covered under the basic warranty Terms & Conditions. Firmware that is an integral part of the option hardware board is not automatically upgraded when new versions of firmware are released.

Where a specific hardware product problem is found to be caused by a superseded BIOS/firmware revision on an Darkcat Systems component, Darkcat Systems will either bring the firmware up to the latest revision, by exchanging the affected component under warranty, or will recommend that the customer upgrade the firmware using Flash-ROM where appropriate. It is essentially the responsibility of the customer to:

Ensure that their software is compatible with the latest BIOS/firmware revision.
Upgrade their firmware to keep it synchronised with the new software releases.

Darkcat Systems fully understands the concerns raised by customers with regards to the security of any data which may be contained on a hard disk being sent for repair. Darkcat Systems's procedures for handling these items start by acknowledging that all such disks may contain sensitive business or technological information and that all appropriate security is in place to safeguard that information.

The procedure for handling returned units is as follows:

All marking and/or branding of Darkcat Systems products must be removable. If the marked or branded product can not be refurbished by Darkcat Systems for use (eg. the branding or tagging removed), then the customer may require to purchase a replacement part or unit. Where marking and/or branding cannot be removed, then the Part credit element of a service event may not be paid.

Exclusions

Darkcat Systems does not guarantee that the operation of this product will be uninterrupted or error-free. Darkcat Systems is not responsible for damage that occurs as a result of your failure to follow the instructions intended for the Darkcat Systems hardware product.

This Limited Warranty does not apply to expendable or consumable parts and does not extend to any product from which:

The serial number has been removed, damaged or rendered defective;

- (a) as a result of accident, misuse, abuse, contamination, improper or inadequate maintenance or calibration or other external causes;
- (b) by operation outside the usage parameters stated in the user documentation that shipped with the product (including burned monitor screens and incorrect input voltage);
- (c) by software, interfacing, parts or supplies not supplied by Darkcat Systems
- (d) improper site preparation or maintenance
- (e) virus infection
- (f) loss or damage in transit
- (g) by modification or service by anyone other than
 - (i) Darkcat Systems
 - (ii) an Darkcat Systems authorized service provider
 - (iii) your own installation of end-user replaceable Darkcat Systems or Darkcat Systems approved parts if available for your product in the servicing country or region.

Darkcat Systems IS NOT RESPONSIBLE FOR DAMAGE TO OR LOSS OF ANY PROGRAMS, DATA, OR REMOVABLE STORAGE MEDIA. Darkcat Systems IS NOT RESPONSIBLE FOR THE RESTORATION OR REINSTALLATION OF ANY PROGRAMS OR DATA OTHER THAN SOFTWARE INSTALLED BY Darkcat Systems WHEN THE PRODUCT IS MANUFACTURED.

Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information..

Darkcat Systems is not responsible for any interoperability or compatibility issues that may arise when (1) products, software, or options not supported by Darkcat Systems are used; (2) configurations not supported by Darkcat Systems are used; (3) parts intended for one system are installed in another system of different make or model

Limitation of liability

Darkcat Systems accepts NO responsibility for the correct or incorrect use or misuse of its systems,.

Customer responsibilities

To enable Darkcat Systems to provide the best possible support and service during the Limited Warranty Period, you will be required to:

Maintain a proper and adequate environment, and use the Darkcat Systems Hardware Product in accordance with the instructions furnished. Verify configurations, load most recent firmware, install software patches, run Darkcat Systems diagnostics and utilities, and implement temporary procedures or workarounds provided by Darkcat Systems while Darkcat Systems works on permanent solutions.

Allow Darkcat Systems to keep resident on your systems or sites certain system and network diagnosis and maintenance tools to facilitate the performance of warranty support (collectively referred to as "Proprietary Service Tools"); Proprietary Service Tools are and remain the sole and exclusive property of Darkcat Systems. Additionally, you will:

- Use the Proprietary Service Tools only during the applicable warranty period and only as allowed by Darkcat Systems
- Install, maintain, and support Proprietary Service Tools, including any required updates and patches
- Provide remote connectivity through an Darkcat Systems-approved communications line, if required
- Assist Darkcat Systems in running the Proprietary Service Tools
- Use the electronic data transfer capability to inform Darkcat Systems of events identified by the software
- Purchase Darkcat Systems-specified remote connection hardware for systems with remote diagnosis service, if required
- Return the Proprietary Service Tools or allow Darkcat Systems to remove these Proprietary Service Tools upon termination of warranty support
- Not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools

In some cases, Darkcat Systems may require additional software such as drivers and agents to be loaded on your system in order to take advantage of these support solutions and capabilities.

Use Darkcat Systems remote support solutions where applicable. Darkcat Systems strongly encourages you to use available support technologies provided by Darkcat Systems. If you choose not to deploy available remote support capabilities, you may incur additional costs due to increased support resource requirements.

Cooperate with Darkcat Systems in attempting to resolve the problem over the telephone. This may involve performing routine diagnostic procedures, installing additional software updates or patches, removing third-party options, and/or substituting options.

Make periodic backup copies of your files, data, or programs stored on your hard drive or other storage devices as a precaution against possible failures, alteration, or loss. Before returning any Darkcat Systems Hardware Product for warranty support, back up your files, data, and programs, and remove any confidential, proprietary, or personal information.

Maintain a procedure to reconstruct your lost or altered files, data, or programs that is not dependent on the Darkcat Systems Hardware Product under warranty support.

Notify Darkcat Systems if you use Darkcat Systems Hardware Products in an environment that poses a potential health or safety hazard to Darkcat Systems employees or subcontractors. Darkcat Systems may require you to maintain such products under Darkcat Systems supervision and may postpone warranty service until you remedy such hazards.

Perform additional tasks as defined within each type of warranty service listed below and any other actions that Darkcat Systems may reasonably request in order to best perform the warranty support.

Types of hardware warranty service

Listed below are the types of warranty services that may be applicable to the Darkcat Systems Hardware Product you have purchased. For more details, refer to the "Limited warranty period" section.

Customer self repair

Darkcat Systems products are designed with many Customer Self Repair (CSR) parts to minimize repair time and allow for greater flexibility in performing defective parts replacement. If during the diagnosis period, Darkcat Systems identifies that the repair can be accomplished by the use of a CSR part, Darkcat Systems will ship that part directly to you for replacement. There are two categories of CSR parts:

Parts for which customer self repair is mandatory. If you request Darkcat Systems to replace these parts, you will be charged for the travel and labor costs of this service.

Parts for which customer self repair is optional. These parts are also designed for customer self repair. If, however, you require that Darkcat Systems replace them for you, this may be done at no additional charge under the type of warranty service designated for your product.

Based on availability and where geography permits, CSR parts will be shipped for next business day delivery. Same-day or four-hour delivery may be offered at an additional charge where geography permits. If assistance is required, you can call the Darkcat Systems Technical Support Center and a technician will help you over the phone. Darkcat Systems specifies in the materials shipped with a replacement CSR part whether a defective part must be returned to Darkcat Systems. In cases where it is required to return the defective part to Darkcat Systems, you must ship the defective part back to Darkcat Systems within a defined period of time, normally five (5) business days. The defective part must be returned with the associated documentation in the provided shipping material. Failure to return the defective part may result in Darkcat Systems billing you for the replacement. With a customer self repair, Darkcat Systems will pay all shipping and part return costs and determine the courier/carrier to be used.

Pick up and return warranty service

Your Darkcat Systems Limited Warranty may include a pick up and return warranty service. Under the terms of pick up and return service, Darkcat Systems will pick up the defective unit from your location, repair it, and return it to your location. Darkcat Systems will incur all repair, logistics, and insurance costs for this type of service.

Mail-in (RTB) warranty service

Your Darkcat Systems Limited Warranty may include a mail-in (RTB/ Return to base) warranty service. Under the terms of mail-in service, you will be required to ship your Darkcat Systems Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to the repair location. In addition, you are responsible for insuring any product you ship, and you assume risk of loss during shipping. Darkcat Systems will return the repaired product to you and incur all logistics and insurance costs to return the product to you.

Carry-in warranty service

Your Darkcat Systems Limited Warranty includes a carry-in warranty service. Under the terms of carry-in service, you will be required to deliver your Darkcat Systems Hardware Product to an authorized service location for warranty repair. You must prepay any shipping charges, taxes, or duties associated with transportation of the product to and from the service location. In addition, you are responsible for insuring any product shipped or returned to an authorized service location, and you assume risk of loss during shipping.