

## Genesis Global, Inc. – Warranty Terms and Conditions

Genesis Global's number one priority is YOU - our customers. Genesis Global's goal is to ship products that are free of defects and perform to normal, published technical specifications. To show our customers the quality and service that we deliver, Genesis Global offers a standard 1-Year Limited Warranty on all of our network hardware items sold to retail, domestic end-user customers. Genesis Global's Limited 1-Year Warranty covers proper equipment functionality against DOA/defective products only. Genesis Global's warranty does not cover software, software licenses and transfers, or software upgrades on the items sold. Items that were ordered incorrectly or by mistake are not considered DOA or defective and are not covered under warranty. The Genesis Global Limited 1-Year Warranty is for the original purchasing customer only and cannot be transferred. If any product is deemed defective, Genesis Global will repair, replace or refund the product at Genesis Global's discretion and determination.

### Warranty Nullification

If Genesis Global deems that the product was mishandled, mistreated, packaged incorrectly, upgraded incorrectly, misapplied, misused, improperly installed, or defective due to accidents, abuse, acts of God, or neglect, then warranty is nullified. This warranty is also nullified if any of the following tampering conditions have been found: Genesis Global labels or seals removed, broken, or tampered with; setup has been altered or changed, upgraded, modules or components tampered with for any reason. If during testing of defective equipment it is found that hardware has been damaged due to any of the above reasons, customer will be subject to any and all repair charges. Genesis Global does not cover upgrades or compatibility with either previous or future releases of hardware or software.

### Steps to Return DOA/Defective Equipment

Call your account manager at (916) 415-9900 stating that you have a defective part and your account manager will open an RMA for you and send you the appropriate forms to be completed. No products can be returned without completed forms and Genesis Global's management authorization. Once these forms are returned you may be contacted by a network technician in an attempt to resolve of the problem remotely via phone or email. If payment of equipment has not been made based on agreed upon invoiced terms, the RMA will be held until such time as payment is made.

Upon receipt of a Genesis Global RMA number, ship the defective product to Genesis Global with a copy of your invoice, completed RMA form, and completed credit card authorization form (if you desire advance replacement). Any unauthorized package(s) will be refused at the loading dock.

Once product is received at the Genesis Global's Testing Facility and the testing procedures completed, Genesis Global will determine the validity of the RMA and what action it will take under the warranty: repair, replacement or credit on customer's account.

### Shipping

When shipping defective products back to Genesis Global, customer assumes full responsibility for proper packaging (original packaging or equivalent that meets Genesis Global's shipping requirements), completion of required forms, and insurance on the package. Packages that are damaged or lost in transit are the responsibility of the customer. Charges to ship product back to Genesis Global will be the responsibility of the customer. Shipping back to the customer will be at the expense of Genesis Global.

### Advance Replacement

In the event of an advance replacement of product, simply contact your account manager and provide a completed Genesis Global Credit Card Authorization form, and a completed RMA (Return Merchandise Authorization Form), and the replacement product will be shipped to you.

Under no circumstances shall Genesis Global be held liable for any damages for opportunity or loss of profit. Genesis Global is not responsible for any of the costs associated or incurred by customer during installation of product or software, hardware/software compatibility issues, or problems arising from modification of hardware. The value associated with this Limited 1-Year Warranty will never exceed the original hardware purchase price.

Terms stated in the customer's purchase order or terms and conditions, etc. shall not supersede this warranty. These are Genesis Global's Limited 1-Year Warranty terms and conditions of sale and set forth the final and complete agreement between the customer and Genesis Global, Inc.

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