

Terms and conditions

Please read the agreement(s) below carefully. Hardcore Computer Inc. will accept your order only after you have accepted the terms of sale agreement.

Sales Agreement

We value you as a Hardcore Computer Inc. customer. As the contractual basis of our relationship, all transactions will be governed under the general commercial laws of the State of Minnesota as supplemented or modified by this Agreement, without regard to conflict of law principles. Hardcore Computer Inc. will accept your order only if (1) you accept the terms of this Hardcore Computer Inc. Sales Agreement (“Agreement”), (2) the Product or Service is available, and (3) you provide a valid and verifiable ship-to address. Hardcore Computer Inc. reserves the right to cancel your order in its sole discretion, for any reason. If you are ordering online, you accept the terms of this Agreement by clicking the “I Accept” button and completing your transaction. If you are ordering by any other means, you accept the terms of this Agreement by opening the package containing the Product; however, in the event that you do not accept the terms of this Agreement upon opening the package containing the Product, you may return the Product in accordance with the Return Policy below within thirty (30) business days and thereby reject the terms of this Agreement. If you do not return the Product, you are deemed to have accepted the terms of this Agreement. For Services subject to this Agreement, you accept the terms of this Agreement by clicking “I Accept” when ordering the Service online.

A Product or Service becomes subject to this Agreement when Hardcore Computer Inc. accepts your order by 1) shipping the hardware Product to you, or 2) providing the Service.

Confirmation of Hardcore Computer Inc.’s receipt of your order does not constitute Hardcore Computer Inc.’s acceptance of your order. This Agreement, including associated warranty statements, license agreements, and its applicable attachments, is the complete agreement between you and Hardcore Computer Inc. regarding your purchase of Products or Services and replaces any prior oral or written communications between you and Hardcore Computer Inc. Any additional or different terms in any order or written communications from you are void. If there is a Hardcore Computer Inc. Customer Agreement or equivalent agreement in effect between you and Hardcore Computer Inc., then the terms of the Customer Agreement govern this transaction. If you acquired your Hardcore Computer Inc. Product through a Hardcore Computer Inc. Reseller, the terms of this Agreement do not apply.

1. Definitions

“Product” is any Hardcore Computer Inc. or third party hardware or software we provide to you under this Agreement. Hardware products include computers and options or accessories. Software products include computer software programs (whether pre-loaded or provided separately) and related licensed materials such as documentation.

“Service” is the performance of a task, provision of advice, assistance, or access to a resource (such as access to an information data base) we make available to you.

2. Payment

If a Product is quoted at an incorrect price due to typographical error or error in pricing information: 1) Hardcore Computer Inc. has the right to refuse or cancel any orders placed for the Product quoted at the incorrect price, even if Hardcore Computer Inc. has confirmed the receipt of your order and charged your credit or debit card; and 2) if Hardcore Computer Inc. has charged your credit or debit card but subsequently canceled your order, Hardcore Computer Inc. will promptly issue a credit to your credit or debit card account for the amount charged.

Except for credit or debit card transactions, amounts are due upon receipt of invoice. You agree to pay the amount specified by Hardcore Computer Inc. in the invoice, including any applicable sales, use or similar taxes, fees or duties (unless you supply exemption documentation), any late payment fee, and shipping and handling charges. You are responsible for taxes, if any, for each Product from the date Hardcore Computer Inc. ships it to you, or when Service is provided. No other discounts, quantity entitlements, or promotions apply unless expressly specified for this transaction.

3. Return Policy

Hardcore Computer Inc. values the relationship with its customers and takes pride in the quality and craftsmanship of its computer systems. In the event you are not satisfied with your Hardcore Computer Inc. purchase, please call 1-866-530-0101 for a Return Material Authorization (RMA) request within 30 calendar days of the receipt of the Product for a full refund less the cost of shipping/insurance and a 20% restocking fee. You must ship the return within 5 days of receiving the RMA number. The returned Product and other items included in the original shipment must be returned to Hardcore Computer Inc. in its original packaging. Any missing items or damage to the returned product that affects the appearance or performance will be deducted from your refund. Hardcore Computer Inc. recommends insuring the package with a carrier for safe return to Hardcore Computer Inc. or declaring the full value of the shipment so you are protected in the event the shipment is lost or damaged during the return. It is recommended you obtain a tracking number also. If you choose not to insure or declare the full value of the product or obtain a tracking number, you will be responsible for any damage or missing shipments during the return. When returning the Product, please remove any added software and/or data. Hardcore Computer will not be liable for any software or data left on the system by the customer. Hardcore Computer does not offer refunds for uniquely configured or personalized Products (that is, on Products that have been configured other than in ways available via the "Configure" tab on the Hardcore Computer Inc. website).

Warranty / Repair Returns

For units that being returned for repair or upgrade, please take the following steps to prevent any damage to the unit:

- If the DVD player is operational, please remove from the system and return the unit without it.
- Re-install the HDMI/DVI cover plate.
- Package the unit up in its original packaging.

- Insure the unit for the full value in case of any damage or lost shipment by carrier during return.

If these steps are not taken, any damage to the unit will be the responsibility of the customer. Any questions on this policy, please call Hardcore Computer Customer Care at toll free at 866-530-0101.

If you fail to comply with this Return Policy, Hardcore Computer Inc. is not responsible for a Product that is lost, damaged, modified or otherwise processed for disposal or resale.

4. Hardcore Computer Inc. Warranties

Hardcore Computer Inc. warrants Hardcore Computer Inc.'s hardware Products against defects in materials and workmanship under normal use during the warranty period of one year from date of purchase and that the Products will materially conform to its specifications during the warranty period. Hardcore Computer Inc.'s hardware may contain used parts that are equivalent to new in performance and reliability and are warranted as new.

You may view Hardcore Computer Inc.'s full warranty at <http://www.hardcorecomputer.com/Resources/assets/ReactorWarranty.pdf>

If you receive a Product with packaging containing a Hardcore Computer Inc. Limited Warranty, the Hardcore Computer Inc. Limited Warranty that accompanies the Product supersedes and replaces the warranty contained in the paragraph above.

Disclaimers applied to all warranties: **HARDCORE COMPUTER INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. UNLESS OTHERWISE AGREED, ALL SOFTWARE, SERVICE, AND SUPPORT ARE, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER LAW, PROVIDED AS IS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. HARDCORE COMPUTER INC. IS NOT RESPONSIBLE FOR AND MAKES NO WARRANTIES AS TO THIRD-PARTY PRODUCTS OR SERVICES. Third-party manufacturers, suppliers, service providers or publishers may provide their own warranties to you.**

HARDCORE COMPUTER INC. DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED 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. HARDCORE COMPUTER INC.'S 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 HARDCORE COMPUTER INC. IS RESPONSIBLE.

Exclusions applied to all warranties: Hardcore Computer Inc. is not obligated to provide warranty services or support for any claims resulting from:

- 1) your non-compliance with any Hardcore Computer Inc. terms or policies;
- 2) improper or inadequate maintenance or calibration;
- 3) external causes such as accident, abuse, misuse, over clocking your system or problems with electrical power
- 4) your or third-party media, accessories, parts, components, software, interfacing, supplies, or other products not provided or authorized by Hardcore Computer Inc.;
- 5) modifications not performed or authorized by Hardcore Computer Inc.;
- 6) virus, infection, worm or similar malicious code not introduced by Hardcore Computer Inc.; or
- 7) abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by you, or other causes beyond Hardcore Computer Inc.'s control.

5. Title and Risk of Loss

Hardcore Computer Inc. transfers title to a hardware Product to you when Hardcore Computer Inc. ships the hardware Product. However, Hardcore Computer Inc. reserves a purchase money security interest in the hardware Product until Hardcore Computer Inc. receives all amounts due.

Hardcore Computer Inc. does not transfer title to software Products or to copyrights, patents, trademarks, trade secrets or other intellectual property relating to Products, nor do its third-party vendors. Software Products are provided subject to a license agreement by either Hardcore Computer Inc. or its third-party vendors, and you agree to be bound by the terms of such license agreement when you agree to be bound by this Agreement.

Hardcore Computer Inc. bears the risk of loss for the hardware Product until it is delivered to the location you specified in the order. Thereafter, you assume the risk. You must inform Hardcore Computer Inc. within 10 days of receipt of your Product if you believe any part of your purchase is missing, damaged or incorrect.

6. Support and Services

Support and service offerings may vary from Product to Product. Hardcore Computer Inc. is under no obligation to provide support or services for your Product until Hardcore Computer Inc. has received full payment for the Product or service/support contract you purchased. Hardcore Computer Inc. 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. It is your responsibility to backup all existing data, software, and programs before receiving services or support (including telephone support). Hardcore Computer Inc. 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 Hardcore Computer Inc. Hardcore Computer Inc. is not permitted by law to copy pirated or copyrighted materials or to copy or handle illegal data. Prior to Hardcore Computer Inc. 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 Hardcore Computer Inc. to be liable for copyright infringement if those files were copied by Hardcore Computer Inc. in the course of support.

7. Restrictions on Use

Hardcore Computer Inc.'s Products are not designed, manufactured, or intended for use as parts, components or assemblies for the planning, construction, maintenance or direct operation of 1) a nuclear facility, or 2) a medical facility or other medical application. You are solely liable if Products are used for these applications and will indemnify and hold Hardcore Computer Inc. harmless from all loss, damage, expense or liability in connection with such use.

8. General

Hardcore Computer Inc. updates and revises its Products on an ongoing basis. Hardcore Computer Inc. may revise and discontinue a Product at any time without notice to you, and this may affect information stored in your account. Hardcore Computer Inc. will ship Product that has the functionality and performance of the Product ordered, but it is possible that there will be changes between the Product on the order sheet and the Product shipped.

If you resell Products and Services provided at a discount in competition with our resellers, Hardcore Computer Inc. may terminate this Agreement, where legally permitted to do so. Hardcore Computer Inc. may change components or parts of a hardware Product without notice due to the availability of such components or parts, provided that the components or parts provide equal or better performance. Such changes will be at no additional cost to you, and will not affect the hardware Product Hardcore Computer Inc. Limited Warranty.

You and Hardcore Computer Inc. agree that under this Agreement, all information exchanged is non-confidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement.

Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.

Neither party will be liable for performance delays or non-performance due to causes beyond its reasonable control; however, this provision does not apply to your payment obligations.

Hardcore Computer Inc. and our related companies and payment processing companies will process, store and use information about your transaction and your contact information, including name, phone numbers, address, and e-mail addresses, to process and fulfill your transaction. All other uses of your personal information are governed by our Privacy Policy <http://www.hardcorecomputer.com/PrivacyPolicy.aspx> .

If a third party claims that a Product Hardcore Computer Inc. provides under this Agreement infringes that party's U.S. patent or copyright, Hardcore Computer Inc. will defend you against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that you: 1) promptly notify Hardcore Computer Inc. in writing of the claim; and 2) allow Hardcore Computer Inc. to control, and cooperate with Hardcore Computer Inc. in, the defense and any related settlement negotiations. If such a claim is made or appears likely to be made, you agree to permit Hardcore Computer Inc. to enable you to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If Hardcore Computer Inc. determines that none of these alternatives is reasonably available, you agree to return the Product to Hardcore Computer Inc. on its written request. Hardcore Computer Inc. will then give you a credit equal to the amount you paid for the Product less a pro rata amount for any period of use based upon a 3 year useful life. Hardcore Computer Inc. has no obligation regarding any claim based upon: (i) anything you provide which is incorporated into, or combined with a Product; (ii) your modification of a Product; or (iii) Hardcore Computer Inc. compliance with your specifications or requirements.

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, NEITHER YOU NOR HARDCORE COMPUTER INC., INCLUDING HARDCORE COMPUTER INC.'S SUBCONTRACTORS, SUPPLIERS OR SOFTWARE PRODUCT DEVELOPERS, IS LIABLE FOR ANY OF THE FOLLOWING EVEN IF INFORMED OF THEIR POSSIBILITY AND WHETHER OR NOT ARISING FROM CONTRACT, TORT, (INCLUDING NEGLIGENCE) OR OTHERWISE: 1) THIRD-PARTY CLAIMS FOR DAMAGES; 2) LOSS OF, OR DAMAGE TO, DATA; OR 3) SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND 4) LOST PROFITS, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS. Some states or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

HARDCORE COMPUTER INC. may at any time revise these Terms of Sale by updating this posting. If HARDCORE COMPUTER INC. makes such revisions, you will be notified via a notation that the Terms of Sale are new next to the link to the Terms of Sale. A notice of the last date of revision will appear at the bottom of these Terms of Use.

Last Revised: May 6, 2009