



**Scion Computer Systems LLP**  
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[www.scioncomputers.com](http://www.scioncomputers.com)

## **TERMS AND CONDITIONS OF SALE**

### **PAYMENT**

Invoices are due and payable in accordance with the terms listed on the front of this invoice. An interest charge of 2.0% per month will be added to past due accounts. All legal, court costs, and service charges incurred in collecting payment will be an expense of and charged to the purchaser.

### **DELIVERY**

Unless otherwise noted, delivery will be made F.O.B. the facility of Scion Computer Systems (SCS) with shipping charges to be paid by Purchaser. Risk of loss passes to Purchaser upon delivery by SCS to common carrier. SCS will not be liable for delays or failure of delivery caused by strikes, accidents, fires, lockouts, riots, wars, acts of God, a shortage of or an inability to obtain supplies, fuel, material, labor or shipping facilities, and on account of any demands, orders or any acts or regulations of any local, state or federal governments or agencies for any reason. We will not be held responsible for any delays or failure to deliver caused by any contingency beyond our reasonable control. Our delivery time will be extended for the duration of such events.

### **SOFTWARE SALES FINAL**

All Software sales are final. SCS will not refund any money or exchange any software purchased.

### **RESTOCKING CHARGE**

If SCS accepts return merchandise then there will be a fifteen percent (15%) restocking charge.

## **TRANSPORTATION CHARGES FOR WARRANTY SERVICE**

The cost of freight or transportation to and from any SCS service center, required in order to complete any repair service under the terms of any manufacturer's limited warranty, will be an expense of and charged to the Purchaser.

## **UNCOLLECTABLE CHECK**

In the event a check is returned by a customer's bank as uncollectable, there shall be a charge of \$25.00 in addition to any other charges that may be included. All legal, court cost, and service charges incurred in collecting payment will be an expense of and charged to the purchaser.

## **LIMITED WARRANTY**

All hardware products delivered by SCS are warranted under the terms of a limited warranty provided by the manufacturer of each product, UNLESS OTHERWISE PROVIDED IN THOSE WRITTEN WARRANTIES.

LIMITED WARRANTY ON HARDWARE. All hardware products are warranted to be free from manufacturing and material defects for one year from the date of purchase. Products that become defective during such period shall be repaired or at manufacturer's option, replaced at a manufacturer's Support Center or an Authorized Service Center. This limited warranty is contingent upon proper use of the hardware products covered and does not cover hardware products which have been modified or which have been subject to unusual physical or electrical stress.

SCS MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTY WITH RESPECT TO HARDWARE PRODUCTS OTHER THAN THE LIMITED WARRANTY REFERRED ABOVE. ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED. THE LIABILITY OF SCS, IF ANY, FOR DAMAGES RELATING TO ANY ALLEGEDLY DEFECTIVE PRODUCT SHALL BE UNDER ANY LEGAL THEORY BY LIMITED TO ACTUAL PRICE PAID FOR SUCH PRODUCT AND SHALL IN NO EVENT INCLUDE INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SCS IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

**DISCLAIMER OF WARRANTIES ON ALL SOFTWARE.** SCS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED, WITH RESPECT TO ALL SOFTWARE AND ACCOMPANYING MANUALS AND MATERIALS, REGARDLESS OF THEIR SOURCE, THEIR QUALITY, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. ALL SUCH ITEMS ARE SOLD OR LICENSED TO PURCHASER BY SCS ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THEIR QUALITY AND PERFORMANCE IS WITH THE PURCHASER. SHOULD SUCH SOFTWARE PROVE DEFECTIVE FOLLOWING THEIR PURCHASE, PURCHASER (AND NOT SCS OR ITS SUPPLIERS), ASSUMES THE ENTIRE COST OF NECESSARY SERVICING, REPAIR OR CORRECTION AND

ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN SUCH SOFTWARE. IN NO EVENT WILL SCS OR ITS SUPPLIERS BE LIABLE FOR DIRECT, INDIRECT, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN ANY SOFTWARE, EVEN IF SCS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SCS, its hardware or software suppliers, makes no warranty, expressed or implied, concerning the applicability of any hardware or software to any specific purpose. SCS, its hardware or software suppliers, accepts no liability for loss or damage caused, or alleged to be caused directly or indirectly by computer equipment or software sold by SCS, including but not limited to any interruption of service, loss of business or anticipatory profits or special consequential damages resulting from the use or operation of such computer equipment or computer software.

**SERVICE WARRANTY.** SCS If this invoice shows charges for services or repair work and/or parts, SCS warrants that parts installed will perform satisfactorily under conditions of normal use for a period of ninety (90) days after date of repair. Part replaced by SCS that become defective during such period shall be repaired, or at SCS's option, replaced free of charge, at any of SCS's service centers. EXCEPT AS EXPRESSLY PROVIDED ABOVE, THERE IS NO WARRANTY OR GUARANTEE OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES PERFORMED OR PARTS FURNISHED BY SCS. SCS makes no guarantee with respect to any other parts. If repairs later become necessary due to other defective parts, they will be charged separately as will the labor charge, if any.

#### REVOLVING CHARGE SALES AGREEMENT

YOU "buyer(s)" agree that purchase of, payment for and retention of a purchase money security in the described merchandise shall be in accordance with the revolving charge account agreement between you and us. You hereby also acknowledge receipt of a fully completed copy of this Revolving Charge Sales Invoice.

Disclaimer: The above Terms, Conditions and Warranty are governed by the State of Idaho, regardless of the State's conflict of the law occurs. In event of any dispute between the parties related to this sale, hereby they agree that jurisdiction and venue shall be in Bonneville County, Idaho, and the prevailing party will be entitled to recover its reasonable costs and attorney's fees.

#### RETURN POLICY

Purchaser has 15 days to return goods for refund. No refunds after 15 days from the original shipping date. 15% restocking fee will be charge for all returned items. To return goods, call our service department and get an RMA number. Item must be shipped out within 5 days of the RMA issued date. In order for items to obtain under warranty service, items must be received before warranty period is over.

Purchaser is responsible for returning goods in its original packaging, with all its accessories-manuals, diskettes, cables and a copy of the invoice. Purchaser will be charged for any missing accessory, and for damages or scratches on cases. The RMA number must be clearly written on the outside of package.

Shipping fee is not refundable, Purchaser pays for shipping to and from SCS. For accounts on net terms, Purchaser will be billed for shipping and restocking charges.

Please allow 3-4 weeks for processing of any refund.

#### **SERVICE POLICY AND PROCEDURE**

**The Technical Support and Service department can be reached at:**

**Scion Computer Systems LLP  
3399 S Holmes Avenue  
Idaho Falls, ID 83404  
(208) 419-0312  
(866) 801-7427 (fax)**

**Tech Support E-mail:  
support@scioncomputers.com**

**Hours: 8:30 AM - 5:00 PM MST, Monday - Friday**

Please call SCS tech support to obtain an RMA number prior to returning any product for service. Always have your invoice and serial number ready when calling tech support. Mark the RMA number on the mailing label and enclose a copy of the invoice with a description of the problem. Warranty repair covers labor and parts only, customer pays for shipping to and from SCS. Return shipping charges will be COD unless other arrangements are made. For units whose warranty is close to expiration, to get warranty service, unit must arrive at SCS on or before date of invoice.

SCS is not responsible for service items abandoned in SCS for over 3 months.

#### **OUT OF WARRANTY SERVICE**

SCS warrants that the parts installed will perform satisfactorily under normal conditions for a period of ninety (90) days. Parts replaced by SCS that become defective during this period shall be repaired, or at SCS's option, replaced free of charge, at SCS's service center. This warranty applies only to parts replaced and does not cover any other part already in the equipment. There is no warranty or guarantee of merchantability, or fitness for a particular purpose, with respect to the services performed or parts furnished by SCS. If repairs later become necessary due to other defective parts, they will be charged separately.