COMPU-DATA International, LLC

Return and Warranty Policies

Return Policy

A. General

1. Definitions

1. "OEM" means the original equipment manufacturer, or in the case of software, the software publisher/licensor.

2. "Order" means the form of purchase order or other document used for the purpose of ordering Product and Order shall include a phone order placed by Customer employee to Reseller utilizing Customer's corporate procurement card or Customer's written or electronic form of purchase requisition.

3. "Product" means third party software, computer peripherals, and computer hardware, collectively, which are resold by the Reseller.

4. "Reseller" means COMPU-DATA International, LLC.

2. Subject to Sections B, C, D, E and F, herein:

1. For a Product to be eligible for return, it must be in Resale Condition (one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the OEM, and the seal on disks intact), received within the time periods described in this policy, and not designated as "non cancellable" or "non returnable" when quoted.

2. If the Product is a special order item or not in Resale Condition, then Reseller will accept the return only if the OEM will accept the return from Reseller.

3. Unless otherwise stated herein, shipping, and if applicable, OEM restocking fees, shall be at Customer's cost.

4. If return is due to Reseller's error, and the return request is made by Customer within thirty (30) calendar days of receipt of Product, then Reseller will accept the return at no additional cost to Customer.

5. If Customer ordered the incorrect Product or has decided that it no longer wants the Product, then Reseller will accept the return from Customer, provided the OEM will accept the return from Reseller. OEM charges and/or restocking fees, if any, will be paid by the Customer. Shipping shall be paid by Customer.

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B. Non Conforming Product

If Customer determines in its reasonable discretion that Products are not in conformance with the description in the Order, then Customer may at its option, either:

1. Request that Reseller promptly initiate an order to replace the non-conforming Product at no cost to Customer, in which case Reseller will order a replacement unit within two (2) business day of notice of non conformance from Customer. Customer shall return the Product to Reseller, at no cost to Customer; or

2. Terminate the non-conforming portion of the applicable Order. Customer shall return the Product to Reseller at no cost to Customer, and Reseller, upon receipt of the Product, shall promptly refund to Customer any payments made to Reseller therefor, provided that the request for such return was made within thirty (30) calendar days of receipt of Product by Customer, and that the return will be made in accordance with Reseller's RMA process, described below.

C. Software License Return

The OEM's return policy will govern license returns.

D. Damage, Defects and DOA

If the Product has concealed damage (i.e. there is no evident damage to external packaging), is defective, or dead on arrival (DOA), Reseller will accept the return from Customer, provided the OEM will accept the return from Reseller; in any event, the OEM's policies (which may include processing as a warranty claim) will apply. Reseller will order a replacement unit within one (1) business day of notice of damage, defect or DOA from Customer.

E. Shipping Damage

If a package containing Product purchased from Reseller arrives at Customer's ship-to address with external damage, Customer should refuse to accept delivery from the carrier. If Customer does accept delivery of such a package, Customer must:

1. note the damage on the carrier's delivery record so that Reseller may file a claim;

2. save, as is, the merchandise and the original box and packaging it arrived in; and

3. promptly notify Reseller in writing within five (5) calendar days of delivery acceptance to arrange for carrier's inspection and pickup of the damaged merchandise.

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If Customer does not comply with the above requirements, Customer will be deemed to have accepted the Product as if it had arrived undamaged, and Reseller's regular return policy, as described herein, and all OEM warranties and restrictions will apply.

F. Returned Merchandize Authorization (RMA) Process

In order for Reseller to accept any returns, Customer must first obtain from Reseller an RMA for the returned Product. If a Product is shipped directly to the OEM, distributor, or Reseller without an RMA, then Reseller shall not be responsible for accepting such return, Product replacement or refund, and such return may void any Customer claims on the Product.

Product Warranty

All software products acquired with a perpetual license are delivered with 1 year warranty. Warranty is not applicable for software products offered via COMPU-DATA International's hosted services as these are constantly maintained and covered by the service agreement.

Third Party Product Warranty

Hardware and software products from COMPU-DATA's technology partners are provided based on their policies. However, all third party products offered in COMPU-DATA International's Texas DIR contracts are bundled with a minimum of 1 year warranty.