

Limited Warranty and Repair Policy

What Is Covered?

This LIMITED WARRANTY covers defects in materials and workmanship in your Private Machines-branded hardware products, which include the hardware components, software and firmware provided by Private Machines. Defects are defined as a failure of the product to conform to the applicable product specifications at the time of purchase.

What Is Not Covered?

This Limited Warranty DOES NOT cover:

- Any non-Private Machines software applications or programs, non-Private Machines products, or non-Private Machines branded peripherals.
- Software, including without limitation, the operating system and software added to the Private Machines-branded hardware products through our in-factory integration system, third-party software, or the reloading of software.
- Problems that result, directly or indirectly, from:
 - External causes such as accident, abuse, misuse, or problems with electrical power.
 - Servicing not authorized by Private Machines.
 - Usage that is not in accordance with product instructions.
 - Failure to follow the product instructions or failure to perform preventive maintenance.
 - Using accessories, parts or components not supplied or approved by Private Machines.
- Products that use, or in which have been installed, products or components that have not been provided by Private Machines.
- Products with missing or altered service tags or serial numbers.
- Products for which Private Machines has not received payment.
- Normal wear and tear

All non-Private Machines products or non-Private Machines branded peripherals external to the Private Machines hardware products are provided "AS IS" without Private Machines warranty. However, non-Private Machines manufacturers and suppliers, or publishers may provide their own warranties directly.

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

This Limited Warranty is NOT transferable and applies ONLY to direct customers who purchase product from Private Machines.

Customer shall be responsible to advise its customers/end-users regarding the interoperability/compatibility, supported or qualified hardware/software by Private Machines before installation and shall contact Private Machines sales representative if any assistance is needed. Any such communication shall be in writing.

Customer shall take full responsibility for data stored and Private Machines will not be responsible for any data loss because of using or accessing Private Machines products.

How Long Does This Limited Warranty Last?

The limited warranty on all Private Machines-branded products purchased directly from Private Machines begins on the product delivery date.

The warranty period of a repaired or replaced warranted product or parts will be automatically extended by an additional period equal to the time computed from REPORT OR RETURN of the repaired or replaced product or part to the time it is DELIVERED to the customer.

Private Machines may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third-Party Products

Private Machines cannot guarantee the authenticity or reliability of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third-party. In some cases, such as with battery packs and power adapters, use of third-party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited warranty does not cover issues caused by installation or use in a Private Machines system of any third-party product that was not provided by Private Machines. For Commercial customers, this limited warranty may be voided by Private Machines, at Private Machines' sole discretion, if you install or use in a Private Machines system any third-party product that was not provided or approved by Private Machines.

1. Limited Hardware Warranty

1.1. Regular Warranty

Private Machines warrants to the direct customer that Private Machines hardware products will be free from defects in material and workmanship, excluding non-Private Machines product and software delivered with or as part of the Private Machines product. Private Machines warrants the replacement or repaired parts, to be free from defects in material or workmanship for the remainder of the limited warranty period of the product they are replacing.

1.2. Out of Warranty

At Customer's request, Private Machines will attempt to repair or replace the defective product; provided, however, that any such repair or replacement is contingent upon the availability of the required components. The customer shall pay the two-way shipping, packing, insurance, repair/replacement service fees and other costs, including necessary labor and parts.

Customer shall ship defective products freight prepaid to Private Machines. Private Machines shall ship repaired products freight collect to the customer. If the customer has a pending delivery, the repaired products shall be shipped together with the customer's order. Otherwise, it will be shipped separately.

All out-of-warranty products returned for repaired or replacement services, the repaired or replacement parts shall be warranted to be free from defects in material or workmanship for ninety (90) days from the repaired or replacement parts delivery by Private Machines.

1.3. Non-Warranty

Private Machines reserves the right to inspect products returned from its customers to determine the cause of the problem. This warranty does not cover expendable or consumable parts and

product problems related to the following:

- 1.3.1. Products damaged during shipping due to insufficient or improper packaging.
- 1.3.2. Damage caused by force majeure (such as fire, flood, war, earthquake, snowstorm, etc.)
- 1.3.3. Damage caused by normal wear of parts, scratches, surface rust or deterioration, improper use, improper storage, improper testing, negligent use of improper voltage or current, accidental damage, abnormal or unusual use, use of unauthorized accessories or modules, use contrary to the operating instructions, improper operating temperature/environment, or lack of regular maintenance.
- 1.3.4. Product repaired, dismantled, or altered by unauthorized technical personnel.
- 1.3.5. Damage caused by computer viruses.
- 1.3.6. Removed warranty seals or serial number stickers which void our warranty.
- 1.3.7. SSD (solid state drive) reaching its maximum lifespan as indicated by warning messages on the system.
- 1.3.8. **For any replaceable chassis component failures (including fans, PSUs or other replaceable components)** the provided warranty is limited to mailing specific component replacements and providing written replacement process guidance to customers, or Private Machines, at its sole discretion may choose to opt for and send a full chassis replacement. These remedies are in full satisfaction of Private Machines' limited warranty obligations regarding replaceable chassis component failures.

FURTHER, ANY WARRANTY FOR PRODUCTS WITH ANTI-TAMPER FEATURES DOES NOT COVER ADDITIONAL INTERNAL STORAGE OPTIONS AND ASSOCIATED STORAGE COMPONENTS (SSDS, HDDS, ETC). PRODUCTS CONTAINING FAILED STORAGE COMPONENTS CANNOT BE RETURNED FOR REPAIR OR REPLACEMENT OF SUCH COMPONENTS. THESE OPTIONS AND COMPONENTS ARE BEING PURCHASED BY THE BUYER "AS IS" AND "WITH ALL FAULTS," AND THE BUYER ACKNOWLEDGES THAT PRIVATE MACHINES DOES NOT PROVIDE ANY WARRANTY FOR SUCH COMPONENTS, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES THAT SUCH COMPONENTS ARE OF MERCHANTABLE QUALITY OR CAN BE USED FOR ANY PARTICULAR PURPOSE.

1.4. Optional Extended Warranty

In addition to the periods set forth in the Regular Warranty, Private Machines may offer Extended Warranty options that extend the warranty period for the product for an additional period. Customers may elect to purchase the Optional Extended Warranty at the time of sale or within the regular warranty period. For more detailed information on these options, please contact your local representatives.

2. What do I do if I need warranty service?

Before contacting Private Machines, please ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools that are installed on your product. Please also consult your Owner's Manual. If you need additional assistance, then, before the warranty expires, please email warranty@privatemachines.com. Please include your Private Machines system tag or order number available when you contact Private Machines. If you purchased through a retailer (not directly from Private Machines), you may be required to provide Private Machines with your

original sales receipt from your purchase to receive any warranty service from Private Machines.

3. What will Private Machines do?

Upon contacting Private Machines, you may be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Private Machines determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Private Machines, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Private Machines' repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Private Machines Limited warranty for your product includes onsite warranty service, then Private Machines may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite Warranty Service After Remote Diagnosis below).

If your limited warranty has expired or if we determine that the problem is not covered under this limited warranty, we may be able to offer you service alternatives on a fee basis.

We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Private Machines, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited warranty for the product you purchased. Private Machines owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Private Machines.

Private Machines may use authorized representatives to provide any of the technical support or repair services under this limited warranty.

4. How to Return Products for Repair or Replacement

Returning products for repair or replacement shall follow the following procedures.

4.1. Return Products for Repair

The customer requests a Return Material Authorization (RMA) number by emailing returns@privatemachines.com describing the problem in detail and providing unit serial numbers to be verified.

RMA requests for one or more items of the same model or items of the same model with a similar problem should be submitted separately, with the requests numbered in consecutive order.

4.2. Private Machines issues an RMA number to the customer upon approval.

4.3. Once the customer receives the RMA number, a copy of the RMA form is packed together with the product and shipped to Private Machines within thirty (30) days from the issuance of the RMA. Shipping documents should be immediately sent to returns@privatemachines.com. Failure to ship within thirty (30) days automatically voids the RMA.

4.4. Returned items must be packed properly and safely, preferably in the original packaging. The RMA number should be marked clearly on the outside of the package. Private Machines is not responsible for any damage or loss during transportation due to improper packaging.

4.5. Private Machines requires that the customer first contacts Private Machines' technical support or sales department for an initial analysis of possible causes and solutions for any encountered problems before returning product for repair.

Customers shall bear the shipping costs if no defects are found in the returned products.

5. Grounds for Refusing Returned Products

If any of the following conditions exist, the returned products may be rejected by Private Machines' RMA department and returned to the customer at the customer's expense:

- 5.1. No RMA number was issued.
- 5.2. Late return of defective products.
- 5.3. Contents of the package do not match the RMA issued.
- 5.4. Returned products are missing components (e.g., ICs, resistors, etc.).
- 5.5. Failure to ship products according to the agreed method of shipping.
- 5.6. Failure to obtain customer's approval for the repair charge of defective non-warranty product.

6. Repair Charges

Private Machines shall inform the customer of the repair cost in advance. Repair charges may be included with the customer's next purchase order or paid separately. Customers should confirm the repair charge in advance with the person in charge of their account and Private Machines reserves the right to require advance payment for such repairs.

7. Restrictions on Use of Products

Private Machines products are solely designed for general commercial use and are not intended or authorized for use with application, including, without limitation, any medical, nuclear facilities, or direct life support machine, in which failure of the products would lead to death, bodily injury or catastrophic property damage.

Customer certifies that the products being ordered will not be used in any rocket systems or unmanned air vehicles capable of a range of at least 300 kilometers; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for chemical, biological or nuclear weapons; and will not be diverted to any country, company or individual that is prohibited by the U.S. Government.

8. Performance Time Period

If Private Machines is unable to perform warranty services for a given product or part in 180 days or less, the customer will be entitled to receive a refund equal to the price paid for said product or part prorated by the percentage of the remaining warranty period. This remedy will be in full satisfaction of Private Machines' limited warranty obligations regarding performance under this contract.

9. Software Limited Warranty

- 9.1. Private Machines warrants that for a period of 90 days of delivery to customer (a) the media on which the software is furnished by Private Machines will be free of defects in materials and workmanship under normal use; and (b) the software substantially conforms to its published specifications.
- 9.2. Private Machines may offer technical support for the software it furnished by telephone, e-mail, facsimile, or the web, including (1) answering installation questions; (2) setting up and configuring software and options; (3) interpreting system error messages; or (4) isolating system problems, but not including (a) diagnosing user-generated program or source code; (b) installing software on non-Private Machines products; or (c) system optimizations, customization and network

configuration; provided however that, if the hardware product has been discontinued (EOL), the applicable support shall then end from the date of EOL. For out of warranty products, please contact your local representative to check for availability and pricing.

- 9.3. While requesting technical support, customer shall provide all necessary information, including (1) product name and version, (2) model name and serial number, (3) error message, and (4) operating system.
- 9.4. Private Machines may make available new software updates and software upgrades.
- 9.5. To enable Private Machines to provide system support and operation, customer will be required to use the software only in certified compatible Private Machines product.
- 9.6. This software limited warranty extends only to the original licensee of the software. Except for the foregoing, the software is provided AS IS.
- 9.7. Customer's sole and exclusive remedy and the entire liability of Private Machines under this software limited warranty will be, at Private Machines' option, repair or replacement. In no event does Private Machines warrant that the software is error free or that customer will be able to operate the software without problems or interruptions. Further, this warranty does not apply if the software (a) has been altered, except by Private Machines or its authorized representative, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Private Machines, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is supplied, for beta, evaluation, testing or demonstration purposes.

10. Disclaimer

PRIVATE MACHINES' RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR PRIVATE MACHINES-BRANDED PRODUCTS, PRIVATE MACHINES PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. PRIVATE MACHINES EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY MAY BE VOIDED BY PRIVATE MACHINES, AT PRIVATE MACHINES' SOLE DISCRETION, IF THIRD-PARTY PRODUCTS THAT WERE NOT PROVIDED BY PRIVATE MACHINES ARE INSTALLED ON YOUR PRIVATE MACHINES SYSTEM.

WARRANTY SUPPORT ONLY APPLIES WHEN THE COVERED PRODUCT IS LOCATED WITHIN THE COUNTRY IN WHICH PRIVATE MACHINES ORIGINALLY SOLD THE SYSTEM, AS REFLECTED IN PRIVATE MACHINES' RECORDS. IF YOU NEED SUPPORT FOR THE PRODUCT OUTSIDE OF THE COUNTRY OF ORIGIN, THEN PRIVATE MACHINES MAY OFFER YOU OTHER SUPPORT OPTIONS FOR AN ADDITIONAL CHARGE.

WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST THE CUSTOMER FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. PRIVATE MACHINES DOES NOT WARRANT THAT THE OPERATION OF ANY

PRIVATE MACHINES PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

11. Limitation of Liability

IN NO EVENT SHALL PRIVATE MACHINES' TOTAL, CUMULATIVE LIABILITY ARISING FROM THE SALE, USE AND DISPOSITION OF THE PRODUCT EXCEED THE AMOUNT OF ACTUAL DIRECT DAMAGES, UP TO THE CHARGES (IF RECURRING, 12 MONTHS' CHARGES APPLY) FOR THE PRODUCT THAT IS THE SUBJECT OF THE CLAIM.

IN NO EVENT SHALL PRIVATE MACHINES BE LIABLE TO CUSTOMER OR ANY THE OTHER FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS, INCURRED BY THAT PARTY, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR PRODUCT LIABILITY) OR WARRANTY, IN CONNECTION WITH THE SALE, USE AND DISPOSITION OF THE PRODUCT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. Version Update

Private Machines reserves the right to adjust and/or change this warranty policy from time to time without notice.

13. Force Majeure

Private Machines shall not be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control, including without limitation, acts of God or public enemy, failure of suppliers to perform, lack of immediately available product inventory, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.