

Services Contract - Terms and Conditions

LCD Accident Protection Plan

BY ACCEPTING THE SERVICES AND SUPPORT DESCRIBED ON YOUR INVOICE, YOU AGREE TO BE BOUND BY AND ACCEPT THE TERMS AND CONDITIONS HEREIN. PLEASE READ THIS AGREEMENT IN ITS ENTIRETY. THESE TERMS AND CONDITIONS (THE "CONTRACT" WILL SUPPLEMENT THE TERMS AND CONDITIONS OF ANY APPLICABLE OVERRIDING SIGNED AGREEMENT BETWEEN YOU AND Xtreme Notebooks, Inc. (XNBS) OR, IN THE ABSENCE OF SUCH AN AGREEMENT, XNBS'S STANDARD INVOICE TERMS AND CONDITIONS OF SALE. THIS CONTRACT IS BETWEEN YOU AND THE XNBS ENTITY ("XNBS" OR "OUR") AS SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR XNBS'S STANDARD INVOICE TERMS AND CONDITIONS. ALL CAPITALIZED TERMS AND CONDITIONS NOT DEFINED HEREIN SHALL HAVE THE MEANING SPECIFIED IN THE AFOREMENTIONED SIGNED AGREEMENT OR XNBS'S STANDARD INVOICE TERMS AND CONDITIONS.

This XNBS Liquid Crystal Display (LCD) Accident Protection Plan ("Plan") provides for the repair of your XtremeNotebook mobile computer products if it fails to perform to manufacturer's specifications due to normal use and handling of the product. The product covered by this Plan and the term of this Plan are described in your invoice and your invoice is incorporated as part of this Plan. This Plan provides peace of mind by augmenting the limited warranty applicable to your XNBS product under the Standard Terms of Sale and Limited Warranty Agreement and the XNBS Xtreme Protection Plan.

1. Protection Period:

a. The term of this Plan begins and ends when the Plan you separately purchased for your XtremeNotebook mobile computer product begins and ends. However, this Plan will end prior to the expiration date when XNBS has, as a result of service provided to you, replaced your XtremeNotebook mobile computer product or incurred costs under this Plan equal to the original purchase price of your XtremeNotebook mobile computer product (as indicated in your invoice) and has completed repairs in progress.

2. What's covered?

a. XNBS will repair or replace the LCD in your XtremeNotebook mobile computer product if it fails to perform to manufacturers specifications due to ONE TIME accidental breakage, damage or failure as stipulated below. Eligible parts covered under this Plan consist of only components originally included with your XtremeNotebook liquid crystal display panel and do not include any other components that may have suffered malfunction, breakage or failure from the same impact or any other accident causing damage to the liquid crystal display panel for which this PLAN is activated.

1. If we repair your Product, you understand and agree that we may replace original parts with new or used parts from the original manufacturer, or a different one. Replacement parts will be functionally equivalent to the original parts. In our discretion, we may designate an affiliated company or contract with a third party to complete repairs on the Product.

2. You understand that your LCD is eligible for a ONE TIME REPLACEMENT ONLY of the original LCD shipped with your computer system and use of the PLAN voids any further liability for Replacement or repair of the any LCD on your computer system, including the replacement LCD.

b. Product failures caused by accidental use or handling consist of those caused by *impacts, dropping, falls, spilled liquids, immersion in liquids, and similar causes*. For example, under this Agreement, we will repair or replace the LCD if it is damaged because:

1. You impact the LCD back panel and shatter the panel interface.

2. You accidentally drop the Product and the LCD panel is broken.

3. Heavy object are stacked on the closed notebook causing a compression breakage of the panel due to weight.

4. The LCD/monitor cracks or shatters in extreme temperatures.

c. XNBS will arrange to ship replacement parts or products to you in the United States, and will pay one-way shipping costs to return the repaired product. XNBS will not reimburse you for shipping costs you incur for the delivery of the product for repair to our authorized repair center.

3. What's Not Covered:

a. Any Product located outside of the United States (the fifty (50) states and the District of Columbia) including APO/FPO and International positions.

b. Product failures caused by natural disasters or casualties such as flood, wind, earthquake, lightning, fire, war or civil insurrection, governmental seizure or destruction, or nuclear reaction, radiation or radioactive contamination.

c. Product failures caused by fire, theft, disappearance, misplacement, reckless, abusive, willful or intentional conduct, viruses or damage or loss caused during shipment between you and the dealer or its service providers. If we find evidence of intentional damage, we are not obligated to repair or replace the Product at our sole discretion and interpretation.

d. Any Product that is lost or stolen. To receive repair or replacement of a Product, you must return the damaged Product to us in its entirety.

e. Any equipment or component that was not included with the original shipment of your XtremeNotebook product as sold by an authorized dealer.

f. XtremeNotebook mobile computer products with altered, modified, or removed serial numbers.

g. Product failures resulting from the use of your XtremeNotebook mobile computing product in a manner for which it was not intended.

h. Defects in materials and workmanship covered under the Limited Warranty for your XtremeNotebook mobile computing product.

i. Normal wear or cosmetic damage and/or other damage that does not affect functionality. This Plan does not cover consumables, such as batteries and fuses, backlights, inverters, power circuits or the results of normal usage that do not materially alter the product's functionality, such as gradual image degradation, uneven screen aging, and pixel failure within designed specifications or abrasion due to input devices or scratches due to sharp object, pens, pencils, cleaning clothes, cleaning liquids or cleaning devices such as vacuum cleaners or brushes.

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- j. Product failures caused by your failure to follow all instructions contained in the product's user guide or unauthorized parts or service.
- k. Damages that occurred to your XtremeNotebooks mobile computer product before you purchased this Plan (a pre-existing condition).
- l. Any recovery or transfer of data stored on the Product. You are solely responsible for all data stored on the Product. We do not provide you any data recovery services under this Agreement.
- m. Any Product that any person other than XNBS or a person we designate has tried to repair. Any repair or attempted repair on the Product covered by this Agreement by any party other than us or someone we designate will void and cancel this Agreement. We will not reimburse you for any repairs that you or another person make or attempt to make to the Product.
- n. This Agreement does not cover peripheral devices, such as docking stations, external modems, external speakers, game devices, carrying cases, secondary monitors, external mouse on notebooks, external keyboard on notebooks, and other computer components not internal to the Product. This Agreement is for hardware only. XNBS does not cover any defects in or damage (including without limitation virus-inflicted damage) to software preloaded on, purchased with or otherwise loaded on the Product, including without limitation Custom Factory Integration items.
- o. This agreement does not cover more than one screen replacement due to breakage, damage or failure as stipulated in this agreement during the warranty period per warranty policy. If you choose to execute the one time replacement of your LCD you may purchase a new LCD Accident Protection Plan, at full price, for further coverage of the replacement LCD panel most recently installed.

4. Customer Requirements:

- a. To obtain service under this Plan, you must contact XNBS at **1-775-882-5700**.
- b. You must assist XNBS in diagnosing issues with your XtremeNotebook mobile computer product and follow XNBS's warranty processes. If XNBS determines your product requires service, you must deliver it to a XNBS service facility. You are responsible for properly packaging your product, paying shipping costs to XNBS facilities, loss or damage to the product during shipping, and any other taxes, fees or charges associated with transporting the product to a XNBS service facility. XNBS will pay the costs of returning the product to you from the service facility. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original part.
- c. You are responsible for properly maintaining your product and protecting it from damage. You must obtain service from XNBS under this Plan. XNBS will not reimburse you for service performed by others.
- d. The hours of Support shall not include regular holidays which include New Year's Day, Good Friday, Memorial Day, Independence Day, labor Day, Thanksgiving and Christmas Day, and the day after Thanksgiving and Christmas Day. XNBS is not liable for any failure or delay in performance due to any cause beyond its control.
- e. Payment. LCD Accident Protection service is only available with the purchase of an XtremeNotebook mobile computer system Xtreme, Raptor, Nova or otherwise portable computing system (the "Product"), but it is not necessary that you purchase LCD Accident Protection Service to buy a Product from us. Our invoice to you for the Product will indicate whether you purchased LCD Accident Protection TM Service, and will serve as your receipt. You can obtain a copy of the invoice and this Agreement by logging on to www.xnbs.com. In addition, the Product will be tagged with a serial number that will indicate your purchase of LCD Accident Protection Service (the "Service Tag").

5. Limitations:

- a. If XNBS is unable to repair or replace parts for your XtremeNotebook mobile computing product for any reason, XNBS may, at its option **AND ONLY ONCE DURING THE LCD ACCIDENT PROTECTION PERIOD**, replace your XtremeNotebook mobile computing product with a new or serviceably used XtremeNotebook mobile computing product, comparable in function and performance to your XtremeNotebook mobile computing product. In any event, XNBS's maximum liability to you under this Plan will not exceed the original purchase price of your XtremeNotebook mobile computing product.
- b. ***This Plan is not an insurance policy.***
- c. You may not assign or transfer this Plan. This Plan terminates when you transfer or dispose of your XtremeNotebook mobile computing product. You may not renew or extend this Plan unless the replacement of the original LCD has been performed thus rendering the original agreement as null and void.
- d. You may cancel this Plan for any reason at any time. To cancel, you must send written notice to: XNBS Service Contract Cancellation, Customer Service Department, 111 West Telegraph Street Suite 202 Carson City NV 89703. Unless otherwise specified under applicable law, if you cancel within 15 days after you received this Plan, XNBS will issue a full refund of the Plan purchase price less the cost of parts/services provided during the first 15 days (the "15/15 Refund"). If XNBS fails to pay you the 15-Day Refund within 45 days of your cancellation of this Plan and the Plan is deemed void under applicable law, you may also be entitled to a monthly penalty equal to 10% of the Plan purchase price in addition to the 30-Day Refund. If you cancel after 15 days, XNBS will refund a pro rata portion of the Plan purchase price based on the time expired (measured on a weekly basis) less a cancellation charge of \$25 or 10% of the Plan purchase price (whichever is less), and less the cost of any parts/services actually provided to you prior to cancellation. XNBS cannot cancel this Plan except for fraud, material misrepresentation or non-payment by you; or if required to do so by a regulatory authority. If XNBS cancels this Plan, XNBS will give you 30 days advance notice and refund a pro rata portion of the purchase price based on the time expired (measured on a weekly basis) less the cost of any parts/services actually provided to you prior to cancellation.
- e. Financial Assurance. This plan is not insured under any reimbursement insurance policy. XNBS is the administrator and obligor of this plan in all jurisdictions.
- f. Screens that are cracked, damaged or found to no longer function and need to be replaced as stipulated in the terms set forth in this plan are eligible for a **ONE TIME SCREEN REPLACEMENT DURING THE DURATION OF THE PROTECTION PERIOD**.

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Limitation of Liability. NEITHER XNBS, NOR ITS AFFILIATES, PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ARE LIABLE TO YOU, OR ANY SUBSEQUENT OWNER OR OTHER USER OF THE PRODUCT, FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LIABILITY OR DAMAGES FOR THE PRODUCT NOT BEING AVAILABLE FOR USE, LOSS OR CORRUPTION OF DATA OR SOFTWARE, PERSONAL INJURY, DEATH, OTHER INDIRECT LOSS DUE TO PRODUCT FAILURE, OR ANY AND ALL INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY WAIVE ANY CLAIMS DESCRIBED IN THIS PARAGRAPH. YOU AGREE AND UNDERSTAND THAT WE WILL NOT BE RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY YOU FOR THE PURCHASE OF THE PRODUCT COVERED BY THIS AGREEMENT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.