



## Advantage! Computers

# One-Year Limited Warranty

003371-001 A  
August 1995

This Limited Warranty applies to AST Product sold and serviced in the United States of America. The "AST Product" is defined as:

- All AST Advantage! products hardware and AST developed software.
- Optional hardware products factory-installed by AST prior to delivery to the Purchaser.

Throughout this Limited Warranty, "AST" means AST Research, Inc.

AST warrants that the AST Product is free from defects in material and workmanship for a period of one year from the date of original purchase. This warranty covers AST Advantage! product hardware and only AST configured software. Third-Party bundled software with the AST Product carries a 30-day free technical support warranty for installation and configuration assistance. To correct defects during this period, AST provides one year of On-Site service on your AST Product hardware. Purchaser may purchase additional years of on-site or carry-in/return to manufacturer service on the AST Product hardware through AST.

These types of service are defined as follows:

- "On-Site" — An AST Authorized On-Site Service Provider will repair the AST Product at the commercial or residential site where the Product is installed. The technician will make a reasonable effort to arrive at the site within two business days of notification to AST that service is required. If site is more than 100 miles from the nearest AST Authorized On-Site Service Provider, AST has the option of providing on-site service or providing an alternate means of system repair.
- "Carry-In" — The purchaser returns the AST Product for service to an Authorized AST Service Provider. The Purchaser is responsible for transportation of the AST Product to and from the AST Authorized Service Provider, and for risk of loss during transportation.

- “Return-to-Manufacturer” — AST will repair the AST Product at its facility. The Purchaser is responsible for transportation of the AST Product to AST, and for risk of loss during transportation. AST pays for transportation of the AST Product back to the Purchaser.

During the term of this Limited Warranty, AST will, at its option, repair or replace any warranted defects in the Product at no additional charge. Repair parts or replacement Product will be furnished on an exchange basis, and will be either new or refurbished to be functionally equivalent to new. All parts replaced in the performance of services shall become the property of AST.

This Limited Warranty applies only to the Product, and does not apply to equipment that has been damaged or rendered defective (a) as a result of accident, misuse, or abuse; (b) by the use of parts not manufactured or sold by AST; (c) by modification without the written permission of AST; or (d) as a result of service by anyone other than AST or an AST Authorized Service Provider, (e) damage resulting from transit, neglect, power surge or failure, or operating environment; (f) the provision of expendable supply items, site surveys, or maintained ability inspections; or (g) any events due to normal wear and tear. Services performed as a result of these conditions shall be subject to charges for labor, transportation, and parts.

### Warranty Claim Requirements

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Purchaser claims made pursuant to this Warranty must conform to the following requirements: The Purchaser must provide proof of date of purchase from AST or an Authorized AST Personal Computer Reseller.

### Technical Support

AST offers toll-free technical support on AST Product hardware and AST configured software. Third-party software bundled with the AST Product will have toll-free technical support for 30-days from date of purchase. Software support is limited to installation and configuration support only. Alternate software support is available through a fee-based provider.

### On-Site Service

1. Purchaser must call AST Product Support at (800) 758-0278, available 6:00 AM to 11:00 PM CST seven days per week.

- 2.** Upon confirmation that service is required, AST will dispatch an AST Authorized On-Site Service Provider to the installation site.
- 3.** On-Site warranty service is provided between the hours of 8:00 A.M. and 5:00 P.M. local time, Monday through Friday exclusive of holidays.
- 4.** If an AST monitor, keyboard, or pointing device has a warranted defect, AST will replace the component but will not service it on site. (This is referred to hereinafter as "Replacement Service.")
  - a.** When the Purchaser has called to request Replacement Service, AST assigns a Return Authorization Number (RAN) and ships replacement product to Purchaser.
  - b.** Within 15 days of receiving replacement product, Purchaser must ship defective product to AST. Purchaser must use the packaging in which the replacement product arrived and mark the RAN clearly on all shipping documents and containers.

PURCHASER WHO FAILS TO RETURN DEFECTIVE PRODUCT WITHIN 15 DAYS MUST PAY FOR THE REPLACEMENT AT PRICES IN EFFECT AT THE TIME REPLACEMENT IS SHIPPED. (AST WILL INVOICE THE PURCHASER.) FAILURE BY PURCHASER TO RETURN THE DEFECTIVE PRODUCT OR PAY FOR THE REPLACEMENT WILL RESULT IN A CLAIM FOR PAYMENT AND/OR THE CANCELLATION OF THIS AGREEMENT BY AST.
- 5.** Services do not include software consultation.
- 6.** Purchaser agrees to permit prompt access to equipment and software consistent with Purchaser's standard security requirements. Purchaser shall provide reasonable assistance and facilities including working space, electricity, and a local telephone line so as to expedite the performance of services.
- 7.** When On-Site Service is provided at a residence, an adult representing the Purchaser must be present at all times.
- 8.** If neither Purchaser nor Purchaser's authorized representative is present at Purchaser's location for the scheduled arrival of an AST technician, no On-Site Service will be provided. Purchaser's recourse for repair will be to bring or ship the system to AST.
- 9.** Purchaser shall, at Purchaser's expense, prepare and maintain the installation site in accordance with AST's published specifications for operating environments. AST will provide Purchaser with a copy of the specifications upon request. Purchaser assumes the responsibility to back up and otherwise protect its data

against loss, damage, or destruction before services are performed. Purchaser also agrees to remove, prior to service, any parts not manufactured or sold by AST.

#### **Carry-In Service**

1. The AST Product must be returned to an AST Authorized Service Provider with the AST-shipped software restore diskettes or software restore CD-ROM.
2. The purchaser must provide proof of date of purchase from an AST Authorized Reseller or Retailer.

#### **Return-to-Manufacturer Service**

1. Purchaser must call AST Product Support at (800) 758-0278, available 6:00 AM to 11:00 PM CST seven days per week.
2. Upon confirmation that service is required, the AST Product Support Group provides Purchaser with a RAN and an address to which to return the AST Product.
3. Purchaser assumes the responsibility to back up and otherwise protect its data against loss, damage, or destruction before services are performed. Purchaser also agrees to remove, prior to service, any parts not manufactured or sold by AST.
4. Purchaser returns the AST Product to AST. Purchaser must ship the AST Product in the original packaging or packaging approved by AST.

#### **Disclaimers**

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THE FOREGOING IS THE COMPLETE WARRANTY FOR THE AST PRODUCT AND SUPERSEDES ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR WRITTEN. ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY. PURCHASER'S SOLE AND EXCLUSIVE REMEDY IS LIMITED TO REPAIR OR REPLACEMENT OF AST PRODUCT WITH WARRANTED DEFECTS.

UNDER NO CIRCUMSTANCES WILL AST BE LIABLE TO THE PURCHASER, OR TO ANY USER, FOR ANY DAMAGES, EXPENSES, LOST PROFITS, LOST SAVINGS, DAMAGE TO OR REPLACEMENT OF EQUIPMENT AND PROPERTY, COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE AST PRODUCT, OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE AST PRODUCT.