

## TERMS AND CONDITIONS

**ACCEPTANCE** - Buyer's acceptance of these terms and conditions shall be indicated by any of the following, whichever first occurs: (a) Buyer's making of an offer to purchase Product from Neutron; (b) Buyer's written acknowledgment hereof; (c) Buyer's acceptance of any shipment of any part of the items specified for delivery (the "Products"); or (d) any other act or expression of acceptance by Buyer\*. Neutron's acceptance is expressly limited to the terms and conditions hereof in their entirety without addition, modification, or exception except as superseded by the online document at <http://www.neutronet.com/terms.html>. Any term, condition, or proposals hereafter submitted by Buyer (whether oral or in writing) which is inconsistent with or in addition to the terms and conditions set forth hereon is objected to and is hereby rejected by Neutron. Neutron's silence or failure to respond to any such subsequent or different term, condition or proposal shall not be deemed to be Neutron's acceptance or approval thereof.

**DELIVERY** - Unless otherwise agreed in writing, delivery shall be made in accordance with Neutron's shipping policy in effect on the date of shipment. Unless otherwise stated on the front of the invoice, title to, and all risk of loss or damage with respect to the Products shall pass to Buyer upon delivery by Neutron to the carrier or Buyer's representative at Neutron's warehouse. Delivery is subject to the payment and documentation provisions set forth in the online document at <http://www.neutronet.com/terms.html>. Buyer shall promptly notify Neutron, in no event later than five (5) business days after delivery, of any claimed shortages or rejection as to any delivery. Such notice shall be in writing and shall be reasonably detailed, stating the grounds for any such rejection. Failure to give any such notice within such time shall be deemed an acceptance in full of any such delivery. Neutron shall not be liable for any shipment delays beyond the reasonable control of Neutron which affect Neutron, including but not limited to delays caused by unavailability or shortages of Products from Neutron's suppliers; natural disasters, acts of war, acts or omissions of Buyer; fire, strike, riot, or governmental interference; unavailability or shortage of materials, labor, fuel, or power through normal commercial channels at customary and reasonable rates; failure or destruction of plant or equipment arising from any cause whatsoever; or transport failures.

**FREIGHT DAMAGE** - If you receive a shipping carton that shows obvious damage, please refuse the shipment. The shipping carrier is responsible for these damages, not you. If, upon opening the carton, you discover that the product was damaged during shipment, contact the carrier for inspection. If your order was shipped via UPS and arrives damaged, save the original packing materials and call UPS (1-800-PICK-UPS). Please inform our Customer Service department and we will file a claim if necessary. We will replace or credit the damaged product as soon as UPS returns the original to us.

**RULES FOR RETURNS:** 1) An RMA\*\* may not be issued beyond the 30th day after the invoice date. If you need assistance with a manufacturer-warranty after the 30th day, please refer to our Standard Warranty-Assistance service. 2) RMA number is valid for 3 days only after the date it was issued. 3) All returned products should be shipped with original packaging intact. Incomplete or damaged returns are not acceptable. Original packaging that has been defaced or written on will not be accepted. 4) RMA is void unless a) you include a copy of the invoice b) all manuals, warranty cards, cables, drivers and any other accessories c) **the RMA number is under Neutron's address on the outside of the package**. Returned merchandise must be in re-sellable condition. 5) Please note that the following products cannot be returned: discontinued items, special ordered items, consumable items, literature, software, items for which manufacturers will not accept returns, units in an unsuitable resale condition, and items which have undergone revisions by the manufacturer. 6) Returns must be shipped freight, prepaid, insured, and traceable. **The item must be packed in a shippable manner.\*\*\*** Shipping overnight does not mean that higher priority will be given to your return. We test the returned items in the order they are received. No COD's will be accepted. Shipping and handling fee is not refundable in any case. 7) Please allow 7-14 business days from the package's arrival date to process and reship/refund/resolve the return. No information will be available to be disclosed to you before the 4th business day after the arrival date of your returned shipment. 8) All refunds will be for Neutron's current price, less any applicable fees or charges.

### NO REFUND OR CREDIT WILL BE ISSUED AFTER 30 DAYS

*The following rules apply according to your reason:*

**A. DO NOT WANT ITEM or ORDERED WRONG ITEM (Incorrect Order)** 1) On most items, a 15% restocking fee will be charged. Memory, CPUs, and motherboards are subject to a 25% restocking fee. The restocking fee may vary based upon the item and its condition. The remainder will be refunded to you via your payment method. 2) All manufacturer discontinued items, printers, and pre-loaded or opened/used software are non-returnable. 3) Items must be returned in re-saleable condition. 4) Labor fees are not refundable under any circumstances.

**B. SUSPECT ITEM IS DEFECTIVE** You may return an item which is DOA (dead on arrival) or fails within 30 days of arrival (covered under Neutron's 30-Day Guarantee\*\*\*\* against defects). Here are the rules for the returned item:

1. Items which are "Suspected Defective", but are found to be not defective by a Neutron technician are charged an hourly rate of \$39.99/hour not to exceed 20% or 25% if the item is a CPU or memory. The customer will be charged this testing fee. The proved-non-defective part will be returned to you. In this case, you will be charged the testing fee and the cost to ship the item back to you.

2. If parts are found to be defective, a replacement part will be sent to the customer. No money will be refunded or charged in this case. Replacements are shipped via UPS Ground Track ONLY. Shipping upgrade could be done at your own expense. If a replacement for the defective item is not wanted, customer is subject to a minimum 7% restocking fee.

3. We do not encourage you to place a new order for the part that you suspect is defective as this will further delay your return items from being processed.

**C. SHIPPING ERROR** We understand how frustrating it would be to receive the wrong item. Therefore, give us a call and get the RMA#. The correct item will be shipped to you immediately after the wrong shipment is received.

**D. INCOMPATIBLE** Neutron will not, under any circumstances, guarantee compatibility. Any returns of an incompatible item or items will be subject to a 7% - 25% restocking fee.

*TO PROCEED WITH RMA PLEASE FILL IN THE ENCLOSED RETURN FORM*

*Or print out a form from <http://www.neutronet.com/return.html>*

**LIMITATION OF LIABILITY** - NEUTRON SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE AGREEMENT TO SELL PRODUCT TO BUYER OR THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, LOSS OF USE, LOST DATA, OR FOR ANY DAMAGES OR SUMS PAID BY BUYER TO THIRD PARTIES, EVEN IF NEUTRON HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE OR OTHER TORT, BREACH OF AN STATUTORY DUTY, PRINCIPLES OF INDEMNITY OR CONTRIBUTION, THE FAILURE OF ANY LIMITED OR EXCLUSIVE REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE.

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\*A \$20.00 fee will be charged on any returned check

\*\*RMA = Return Merchandise Authorization

\*\*\*Shippable manner means that the package is properly packed and double boxed. There should be no indications of movable items when the box is shaken. This is to avoid further damage during shipment.

\*\*\*\*All items sold by Neutron are automatically covered by Neutron 30-Day Guarantee against defects, except as specified otherwise on an individual basis on the invoice. Defects in this context mean manufacturer's defects. We are not responsible for any damages resulting from work done by non-Neutron certified Technicians.