

ICY DOCK USA Warranty policy

ICY DOCK USA Corporation ("ICY DOCK") warrants all its products to be free from defects in material and workmanship for a period of three (3) years from the date of purchase from ICY DOCK or its authorized reseller including all ICY DOCK removable device enclosures and accessories purchased from ICY DOCK that are specifically intended for use with these products. Other manufactures' product sold by ICY DOCK is covered for three (3) years of warranty provided by its original manufacturer. Subject to the conditions and limitations forth below, ICY DOCK will, at its option, either repair or replace any part of its product that proves defective because of improper workmanship or materials from ICY DOCK. Repair parts or replacement products will be either new or refurbished to be functionally equivalent to new. This warranty does not cover any product damage that result from accident, abuse, misuse, natural or personal disaster, external power surge or failure, or any unauthorized disassembly repair or modification. The warranty will be voided if the merchandise or the serial number has been tampered with or modified without the permission of ICY DOCK. The three-year warranty only applies to hardware on the enclosure and excludes the coverage of cables, screws, power cord and adapter, and any other accessories. Other accessories will adhere to our previous one-year warranty and will abide by the same policy as a three-year warranty. The warranty will not cover any lost or stolen items made after purchase.

ICY DOCK will not be responsible for any software, firmware or other customer data stored within, or interfacing with an ICY DOCK product. ICY DOCK will not be responsible for any damages done to the motherboard, cable, hard drive, or any other device due to the occurrence of the enclosures. ICY DOCK does not guarantee (1) any errors printed on the manual, (2) the product's appropriateness for the customer's purpose, and (3) the performance and outcome from using this product. ICY DOCK will not be responsible for any damaged or stolen items while the package is delivered. Any responsibilities involving the sales of ICY DOCK products must be carried out between the customer and the vendor.

No ICY DOCK employee has the authority for modification, extension, or any addition made to this warranty. The warranty, as stated, are exclusive and in lieu of all others, oral or written, express or implied.

The three-year warranty will only cover products that have been purchased on or after June 1, 2008. Anything before the set date will only cover for one year. An invoice must be provided by an authorized vendor showing the item number or product number and date of purchase to process any defective repair or exchanges. The customer must fax or scan the required invoice with a completed RMA form. The customer will pay for the shipping to the authorized repair center and all other costs not pertaining to the warranty. ICY DOCK will only cover the cost of transportation and packaging back to the customer and will not compensate for tax levy, customs, insurance, or any other fees included with the shipping to anywhere in the US or Canada. Our warranty will not cover anywhere outside of US and Canada.

Prior to return, an RMA number must be acquired from ICY DOCK. RMA numbers are valid for 15 days or a new RMA number must be obtained. The pre-approved RMA number must be marked clearly on the outside of the shipping box and every shipment must attach approved RMA Request Form as packing list and the returned goods must match with the attached packing list. Once we receive the Return Merchandise Authorization (RMA), the technicians at ICY DOCK will work to repair or replace all standard defects under guidelines of ICY DOCK's repair policy. ICY DOCK will repair RMA in order of their arrivals. All repairs are expected completion within ten to fourteen working days or longer based on the severity of the product and the availability of the repair parts. ICY DOCK does not guarantee all products to be repaired beyond the issues mentioned by the customer on their RMA forms. The repairs will not include replacement to or repairs on any physical damages done to the enclosure. RMA returned products are determined by ICY DOCK's sole discretion that returned products should be repaired, replaced with similar or refurbished products, or credited with original invoice price. ICY DOCK has the right to refuse the

customer's request for repair if there are suspicions of tampering, the warranty surpasses the three years from the stated invoice date, or if the RMA number is invalid, illegible, or no RMA number was labeled on the packaging. The replacement unit will be covered by the balance of the time remaining on the original limited warranty.

REFUNDS/ CREDIT (FOR ICY DOCK DIRECT CUSTOMERS ONLY)

ICY DOCK carries a 30-day money back guarantee policy. The refunds can either be issued as credit for future purchases or refund of monetary value. This does not include freight or shipping and handling charges. All refund items must be in original sellable condition, with all original packing, manuals, and accessories. All packages opened are subject to a 15% restocking fee.

DOA POLICY (FOR ICY DOCK DIRECT CUSTOMERS ONLY)

Customer should report DOA including wrong items, missing items, shipping damage or other discrepancy to ICY DOCK within 48 hours and should return to ICY DOCK within 30 days of the original invoice date. ICY DOCK shall be entitled to decide how DOA product claims are to be replaced with a brand new product or returned for credit on original invoice price. DOA products must be returned with serial number, all original packaging, and accessories.

FOR ALL RETURNS (FOR ICY DOCK DIRECT CUSTOMERS ONLY)

Any returns found to be non-defective are subject to a Non-Trouble Found fee of \$ 5.00.

Customer pays diagnosis service charge plus of \$50.00 for the returns that are out of warranty plus the costs of shipping and replaced parts.

In addition to the above, the limited warranty does not cover the following damage, deterioration, malfunction, and problems that result from:

- Improper transportation or packing during the return of products to ICY DOCK or an ICY DOCK authorized service providers.
- Modification of ICY DOCK products without ICY DOCK's written approval, or use of the product for any purpose other than its normal intended use, or other product misuse, abuse, or negligence.
- The use of parts not manufactured or sold by ICY DOCK.
- Service by anyone other than ICY DOCK or an ICY DOCK authorized service provider.
- Improper installation of third-party products.
- Improper exposure to an environment (including excessive temperature or humidity) or unusual physical or electrical stress or interference, failure or fluctuation or electrical power, lightning static electricity, fire or other acts of God.
- Failure to follow product instructions or failure to perform preventive maintenance.
- Any other cause which does not relate to a product defect.
- Products for which ICY DOCK has not received payment.
- Removing or altering factory applied serial number from the product.
- Returned products must be packaged properly in original package to avoid any shipping damages.
- Any damage or loss of returned goods during transportation shall be the sole responsibility of the shipper.
- Customer is responsible for paying any freight charge caused by refused shipment or unclaimed goods. ICY DOCK will make every effort to deliver on time. However, ICY DOCK shall not be liable for late or lost shipments by carrier.