

## **Warranty/Support**

ePlus Technology, inc ePlus will honor all manufacturers' warranties and guarantees from the date of acceptance on all products offered as part of a resulting contract. ePlus will bear all material and labor costs for repair of equipment defects and failure. ePlus will be the main point of contact for all warranty issues and shall facilitate any necessary contact between the ordering agency and the manufacturer.

During the warranty period, ePlus will:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed includes all products, software and firmware maintenance costs, and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation, and substitute products as necessary. If it is necessary to remove any products from an ordering agency's location where on-site warranty is specified, ePlus will provide substitute products at the time of removal.

Substitute products will be comparable to or better than the products removed. In instances where it is necessary for ePlus to return the products to the factory, ePlus will be responsible for all costs of the products from the time it leaves the ordering agency's site until it is returned to the site in good operating condition.

Only new standard parts or parts equal in performance to new parts will be used in making repairs. Parts that have been replaced will become the property of ePlus except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the ordering agency.

All operating system software and firmware will be considered an integral component of the equipment and ePlus will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the ordering agency between State or local sites or from accident unless the accident is caused by negligent, intentional acts, or omissions of Contractor or its agents.

## **Equipment Replacement During Warranty**

All product provided under ePlus shall perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement. If

provided product is subject to warranty response three (3) or more times during any ninety (90) day period, ePlus will, upon the ordering agency's request, replace the product at no cost. The replacement product will be delivered no later than fifteen (15) working days after the ordering agency's request is received by the Contractor. Replacement goods will not be used, refurbished, or recycled, and will be of equal or greater value.

### **Continuous Warranty Coverage for Equipment Acquired Under State Contracts**

ePlus agrees to provide extended warranty coverage and honor all manufacturers' warranties and guarantees on OEM products acquired under any prior State of California storage, server, or Enterprise Technology contracts. This option is available conditionally when the equipment has been on continuous maintenance or upgraded extended warranty coverage. The extended warranty coverage will be offered in the OEM Price List (MSRP) and discount off index pricing under this contract.

### **Purchase of Warranty/Support**

Purchase of an extended warranty is non-mandatory. State and local agencies may elect to purchase additional warranty at any time during the initial warranty period, in accordance with Section 3.1.9, Warranty/Support. State and local agencies may also purchase the extended warranty within thirty (30) days after the original warranty expires.