

# WARRANTY AGREEMENT

The Seller herein referred to as The Mighty PC guarantees that the item listed herein is free from defects in both materials and workmanship. If the Buyer encounters a defect or malfunctioning in the item, the Buyer must notify the Seller within **30** days of purchase through Email or mobile number, detailing the problem and the effects of the problem, The Mighty PC only provides a 1 year warranty for majority of buyers and a 3 year warranty for schools/school districts for all products as a result of manufacturing defects and electric/electronic component breakdown

The buyer shall be responsible for the cost of shipping and delivery costs for the return of the goods back to the buyer, the buyer agrees and acknowledges to this clause stated herein

If the item is deemed defective, the Seller will replace the item within 30 days after receiving the Buyer's notice. This warranty applies only to manufacturing defects, motherboard failure, hard drive failure, screen failure, faulty ram, electric/electronic component break down and all components inside the computer. Expenses or damages incurred by improper use, mishandling, normal wear-and-tear, installation issues, physical damage, and operating systems issues or unauthorized repairs/upgrades, Laptop batteries are not under warranty. However the lifespan of the battery is also not under warranty also.

1. The seller also offers life-time tech support after warranty.
2. Free consulting and fee for repair or upgrade if needed

The item will be under a limited warranty for 1 year for majority of buyers and a 3 year warranty for school and school districts from the date of purchase. If items are defective, damaged, or malfunctioning in any way, the Buyer must contact the Seller within 30 days and the Seller will provide replacement free of charge. The limited warranty does not apply to any damage, expenses, or injuries that occur from improper use, mishandling, faulty transportation, or other issues stated above.

## **Indemnification**

The buyer agrees to indemnify and hold harmless the seller herein referred to as The Mighty PC, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

## **Dispute Resolution**

In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the United States. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the United States

### **Modification of Agreement**

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

### **Force Majeure**

The Mighty PC shall not be liable for failure to perform, nor be deemed to be in default under this agreement for any delay or failure in performance resulting from causes beyond its reasonable control including but not limited to failure of performance by the other party, acts of state or governmental authorities, acts of terrorism, natural catastrophe, storm, flood, earthquake, riot, insurrection, civil disturbance, sabotage, embargo, blockade, acts of war, or power failure.

### **Governing Law**

It is the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the United States without regard to the jurisdiction in which any action or special proceeding may be instituted.

### **Severability**

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.