

TERMS AND CONDITIONS

These are the Terms and Conditions governing the repair of your product by Illume Solutions, Inc. ("Illume Solutions").

1. Illume Solutions will repair your product as described and for the charges shown on the reverse side (unless such charges are revised with your oral or written consent). When the product is covered by warranty or an extended service contract, such as the AppleCare Protection Plan, Illume Solutions will perform repairs under the terms of the warranty or the extended service contract, provided that you have presented satisfactory proof of the product's eligibility for such repairs. You will be responsible for any additional charges applicable under your product's warranty or extended service contract described on the reverse side, including any applicable tax. Illume Solutions may subcontract with other service providers for the repair of your product.

2. Unless your product is repaired under warranty or extended service contract without charge, you will pay Illume Solutions the amount shown on the reverse side. Your payment is due when the product is returned to you. Unless specified otherwise, the estimated amount includes all parts, labor, and certain transportation required for the repair of the product plus any applicable tax. Illume Solutions may hold you responsible for the diagnostic fee on the reverse side, plus any applicable tax, if Illume Solutions inspects your product, provides an estimate for you, and you do not authorize Illume Solutions to undertake the repairs for the estimated charges. If Illume Solutions determines, while inspecting your product, that repairs are needed due to failures of parts that are neither supplied by Illume Solutions nor Illume Solutions branded or are needed due to damage caused by abuse, misuse or misapplication, Illume Solutions reserves the right to return the product to you without repairing it, and will hold you responsible for the diagnostic fee on the reverse side, plus any applicable tax.

3. If the requested repairs require labor and/or parts not specified on the reverse side, Illume Solutions may seek your approval of a revised estimate. If you do not agree that Illume Solutions may revise the charges, Illume Solutions may return your product and hold you responsible for the diagnostic fee shown on the reverse side, plus any applicable tax.

4. If repairing your product under your product's warranty or extended service contract, Illume Solutions may use new, used or reconditioned parts, if permitted by the terms. If repairing parts outside of warranty or extended service contract, Illume Solutions may use new, used or reconditioned parts. Illume Solutions will retain the replaced part that is exchanged under repair service as its property, and the replacement part will become your property. Replaced parts are generally repairable and are exchanged or repaired by Illume Solutions for value. If applicable law requires Illume Solutions to return a replaced part to you, you agree to pay Illume Solutions the additional cost of the replacement item.

5. If Illume Solutions repairs your product under warranty or extended service contract, the repairs will be covered solely by the terms of the warranty or extended service contract and applicable provisions of law. If your product is repaired outside of warranty, Illume Solutions warrants (1) that the repairs will be performed in a competent and workmanlike manner and (2) that all parts used to repair your product will be free from defects in materials and workmanship for a period of ninety (90) days, unless otherwise specified by Illume Solutions. Information on your product's parts warranty may be obtained by contacting Illume Solutions. The warranty on parts is an express limited warranty. If a defect exists in a replacement part during the part's warranty period, at its option, Illume Solutions will (1) repair the part, using new, used or reconditioned replacement parts, (2) replace the part with a new, used or reconditioned equivalent part, or (3) refund the fair market value of the part, as determined by Illume Solutions. THIS WARRANTY AND REMEDY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES, AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE REPAIR PARTS. ILLUME SOLUTIONS SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES WITH RESPECT TO SUCH PARTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF ILLUME SOLUTIONS CANNOT LAWFULLY DISCLAIM IMPLIED WARRANTIES UNDER THIS LIMITED WARRANTY, ALL SUCH WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS LIMITED WARRANTY. Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages or exclusions or limitations on the duration of implied warranties or conditions, so these limitations or exclusions may not apply to you. The express limited warranty on repair parts gives you specific legal rights, and you may also have other rights that vary by state or province.

6. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ILLUME SOLUTIONS AND ITS AFFILIATES, WILL UNDER NO

CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PERFORMANCE OF ANY REPAIR SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH YOUR PRODUCT AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON YOUR PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. ILLUME SOLUTIONS SPECIFICALLY DOES NOT WARRANT THAT IT WILL BE ABLE TO (i) REPAIR OR REPLACE YOUR PRODUCT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, AND (ii) MAINTAIN THE CONFIDENTIALITY OF DATA. IF ANY PRODUCT SHOULD BE DAMAGED OR LOST WHILE IN ILLUME SOLUTIONS'S CUSTODY, ILLUME SOLUTIONS'S LIABILITY WILL BE LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE AFFECTED PRODUCT. OTHERWISE, ILLUME SOLUTIONS'S LIABILITY FOR ANY AND ALL DAMAGE SHALL IN NO EVENT EXCEED THE PAYMENTS RECEIVED BY ILLUME SOLUTIONS FOR SERVICES PROVIDED PURSUANT TO THESE TERMS. THE REMEDIES SET FORTH HEREIN SHALL BE YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY ILLUME SOLUTIONS UNDER THESE TERMS AND CONDITIONS. ILLUME SOLUTIONS IS NOT LIABLE FOR LOSS OR CORRUPTION OF DATA OR YOUR CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION OR REMOVABLE DATA. BEFORE YOU BRING IN YOUR PRODUCT FOR ANY REPAIR SERVICE, YOU SHOULD MAKE A BACKUP COPY OF YOUR DATA AND REMOVE ANY CONFIDENTIAL, PROPRIETARY OR PERSONAL INFORMATION AND REMOVABLE MEDIA SUCH AS FLOPPY DISKS, CDS OR PC CARDS.

7. If you have not claimed your product and paid all charges due within sixty (60) days after being notified by Illume Solutions that your product has been repaired, Illume Solutions will consider your product abandoned. Illume Solutions will provide such notice to you at the mailing address you furnished when you authorized the repairs. Illume Solutions may dispose of your product in accordance with applicable provisions of law, and, specifically, may sell your product at a private or public sale without liability to you. Illume Solutions reserves its statutory and any other lawful liens for unpaid charges.

8. If repair service involves transferring information or installing software, you represent that you have the legal right to copy the information and agree to the terms of the software license, and you authorize Illume Solutions to transfer the information and accept such terms on your behalf in performing the service.

9. These Terms and Conditions are governed by the laws of the State of California (without giving effect to its conflict of law provisions). If any provision of these Terms and Conditions is held to be illegal or unenforceable, that provision will no longer be part of the Terms and Conditions, and the Terms and Conditions will be enforceable as though that provision never was a part of them.

10. These Terms and Conditions are the only ones that govern Illume Solution's repair of your product. No other oral or written terms or conditions apply, including ones in any purchase order that you provide to Illume Solutions. No one has the authority from Illume Solutions to vary any of these Terms and Conditions.

NOTICE TO CALIFORNIA RESIDENTS:

An estimate as required (Section 9844 of the California Business and Professions Code) for repairs shall be given to the customer by Illume Solutions in writing, and Illume Solutions may not charge for work done or parts supplied in excess of the estimate without prior consent of the customer. Where provided in writing, Illume Solutions may charge a reasonable fee for services provided to determine the nature of the malfunction when preparing a written estimate for repair. For information contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814.