

WARRANTY & RETURN POLICY

Secure Enterprise Asset Management, Inc.
dba: Bargain Bytes, Inc.

1. Definitions.

- a. “Component” means an individual part, purchased from Secure Enterprise Asset Management, Inc., intended to supplement or become a piece of a larger system, mechanism, machine, network or other similar hardware.
- b. “Product” means a system, mechanism, machine, network or other similar hardware purchased from Secure Enterprise Asset Management, Inc. as a whole, which consists of Components and may include pre-loaded software.

2. Limited Warranty.

- a. *Sole and Exclusive Limited Warranty.* Secure Enterprise Asset Management, Inc. offers the following as the sole and exclusive, limited warranties as to Customer’s purchases of Products or Components:
 - i. 30-Day Money-Back Guarantee. If within 30 days of purchase, the Product or Component does not meet the customer’s expectations, the customer can return the Product or Component. Once the Product or Component is received at Secure Enterprise Asset Management, Inc.’s facility, then a full refund will be issued. If the Products or Components were purchased at the facility, the customer must provide the original receipt upon return of the Products or Components to receive the full refund.
- b. *Disclaimer of All Other Warranties.* Except as otherwise provided in Section 2(a), Secure Enterprise Asset Management, Inc. expressly disclaims all warranties related to Customer’s purchase of Products or Components, whether such warranty is expressed or implied, to the full extent allowed by applicable law. **THE IMPLIED WARRANTY FOR FITNESS FOR A PARTICULAR PURPOSE ARE BOTH EXPRESSLY DISCLAIMED BY SECURE ENTERPRISE ASSET MANAGEMENT, INC.,** and there are no warranties that extend beyond the face of the Product or Component itself or Section 2(a).

3. Returns.

- a. Secure Enterprise Asset Management, Inc. allows the return of out of warranty Products and Components. Secure Enterprise Asset Management, Inc. reserves the right to charge restocking/recycling fees for particular Products or Components. Customer is responsible for any shipping costs.

4. **Limitation of Liability.**

- a. *Remedies.* To the extent that any warranty, whether such warranty is express or implied, survives the express disclaimer by Secure Enterprise Asset Management, Inc. in Section 2(a), Customer's remedy for Secure Enterprise Asset Management, Inc.'s breach of such warranty is limited to the following: (1) return of the purchased Product or Component for a full refund, or (2) except a partial refund with or without returning the Product or Component.
- b. *Consequential Damages.* To the full extent allowed by law, **SECURE ENTERPRISE ASSET MANAGEMENT, INC. EXPRESSLY EXCLUDES ANY LIABILITY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL DAMAGES, OR PUNITIVE DAMAGES.**

5. **Governing Law.** This policy is subject to and shall be governed by and construed and enforced in accordance with the laws of the State of South Dakota without regard to conflict of laws principles. All actions or proceedings arising directly or indirectly from this policy shall be brought in Minnehaha County, South Dakota.

6. **Severability.** Should any provision in this policy be deemed unenforceable as to a particular circumstance or set of facts, the unenforceability shall be limited to such circumstance or set of facts and all remaining provisions of this policy shall remain fully binding and enforceable as between Secure Enterprise Asset Management, Inc. and Customer.

7. **Contact Information.** For questions regarding this WARRANTY & RETURN POLICY, please contact Secure Enterprise Asset Management, Inc. using the following information:

Secure Enterprise Asset Management, Inc.
705 East 48th Street North, Sioux Falls, SD 57104
(605)-274-7326 | info@seamservices.com