



Business Policies, Terms and Conditions

1. Changes to the Business Policies, Terms and Conditions

Idaho Computer Company may change these business policies and/or terms and conditions of use at any time, without prior notice. If you access or use the Website after Idaho Computer Company posts a change, you accept that change. If you do not accept the change, do not access or use the Website. You should check these terms and conditions of use periodically.

2. Access and Use of the Website

Idaho Computer Company grants you a limited license to access and use the Website, including to display, copy, distribute and download its content, only for your personal, non-commercial use and provided that you do not modify the Website, its content, or any copyright or other proprietary notices. This license terminates automatically if you breach any of these terms and conditions of use. Upon termination, you must immediately destroy all copies in your possession.

Unauthorized use of the Website or any content may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

3. Restrictions on Use of the Website

Except as expressly authorized above, you may not copy, modify, distribute, download, display, transfer, post, or transmit the Website or its content in any form without Idaho Computer Company's prior written permission.

The following activities are also expressly prohibited without Idaho Computer Company's prior written permission: any non-personal or commercial use; use of any robot, spider, other automatic device, or manual process to monitor or copy the Website or any of its content; "mirroring" the Website or any content on any other server; collection or use of product listings, descriptions, or prices for a supplier of competitive or comparable products; and any action that imposes an unreasonable or disproportionately large load on the Website or otherwise interferes with its functioning.

4. Accuracy of Information and Disclaimer of Warranty

Idaho Computer Company has made every effort to present the content on the Website accurately, but additions, deletions and changes may occur. Content on the Website is provided "as is"; neither Idaho Computer Company nor its representatives make any representation or warranty with respect to the content.

Idaho Computer Company and its representatives specifically disclaim, to the fullest extent permitted by law, any and all warranties, express or implied, relating to the Website or its content, including but not limited to, implied warranties of merchantability, completeness, timeliness, correctness, non-infringement, or fitness for any particular purpose.

5. Limitation of Liability

Under no circumstances will Idaho Computer Company or its affiliates have any liability with respect to any claims or damages (whether direct or indirect, special, incidental, consequential or punitive) as a result of your access or use of (or inability to access or use) this Website or its content, even if they have been advised of the possibility of such damages. You access and use this Website at your own risk.

6. Ownership

The material provided on this Website is protected by law, including, but not limited to, United States copyright law and international treaties. The copyright in the content of the Website is owned by Idaho Computer Company or others. Except for the limited rights granted above, all other rights are reserved. All trademarks are the property of their respective owners. Some images are courtesy of manufacturers.



8. Taxes

Customer will pay all Federal, state, local, excise and other taxes imposed upon the products and services offered hereunder, excluding the taxes based on Idaho Computer Company's income, assets or net worth. Customer may provide Idaho Computer Company a tax exemption certificate (subject to review and acceptance by Idaho Computer Company's tax department). Any tax imposed by federal, state or other governmental authority on or with respect to the sale, purchase, delivery or use of equipment and services shall be paid by Customer.

9. Licensing

Customer understands that for any and all software it authorizes Idaho Computer Company to install on Customer machines on behalf of Customer, that Customer accepts responsibility for acquiring valid licenses for installed software products - whether installed as individual software products, part of a software image or any other method. Customer understands that installation of software products by Idaho Computer Company does not constitute a right to use the software; a valid software license must be acquired for each product that is installed.

10. Limited Warranty

EQUIPMENT, PRODUCTS OR SERVICES PURCHASED BY CUSTOMER FROM IDAHO COMPUTER COMPANY THAT WERE MANUFACTURED, PRODUCED OR PROVIDED BY THIRD PARTIES ("THIRD PARTY PRODUCTS") ARE PROVIDED ON AN "AS IS" BASIS, AND IDAHO COMPUTER COMPANY MAKES NO WARRANTY WITH RESPECT TO SUCH THIRD PARTY PRODUCTS. If Customer discovers within the applicable warranty period a failure of the Third Party Products to substantially conform to the specifications or a defect in material or workmanship, Customer must promptly notify the manufacturer in writing. Customer will look solely to the third party that manufactured, produced or provided the Third Party Products for recovery on any claim of liability whether express or implied, and will hold Idaho Computer Company harmless therefrom. Idaho Computer Company's sole responsibility with respect to Third Party Products shall be to pass through to Customer any manufacturer warranties of the Third Party Products. AS TO PRODUCTS PRODUCED AND SERVICES PROVIDED SOLELY BY IDAHO COMPUTER COMPANY ("IDAHO COMPUTER COMPANY PRODUCT"), IDAHO COMPUTER COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, EXCEPT AS TO THOSE WARRANTIES SPECIFICALLY SET FORTH IN THE SPECIFICATIONS OF THE IDAHO COMPUTER COMPANY PRODUCT. If Idaho Computer Company is unable to correct the failure to conform to any such warranty after a reasonable number of attempts, Idaho Computer Company will provide at its option either: (a) replacement equipment, product or service, or (b) a refund of the purchase price. These remedies are Customer's exclusive remedies for breach of warranty on Idaho Computer Company Products. Any action for breach of warranty must be commenced within two months following expiration of the applicable warranty. Idaho Computer Company does not guarantee product compatibility. Defective and DOA (dead on arrival) product must be reported to Customer Service within 10 calendar days of the invoice date. All order discrepancies (shortages, mislabeled product, damaged product or overages) must be reported to Customer Service within three business days after receipt of the shipment. Not all products are eligible for return, and not all products that are eligible for return are to be returned to Idaho Computer Company. Carefully review all return policies (below) before making your purchase. Shipping charges are not refundable.

11. Other

The terms, conditions and prices contained in any quote from Idaho Computer Company are subject to change until such time as Customer accepts the quote, furnishes payment or an obligation to pay that is satisfactory to Idaho Computer Company's Credit Department, and thereby converts or directs the conversion of the quote to an order. Idaho Computer Company shall have no obligation to honor any quotes until they are so accepted and converted. Travel expenses, sales tax and freight and delivery are not included in this Agreement and, where applicable to services and products purchased by Customer hereunder, will be the responsibility of the Customer. This Agreement is subject to credit approval by Idaho Computer Company. The



Customer will provide appropriate credit references upon request and authorize to obtain credit history from such references. If Customer claims exemption from sales tax, an exemption certificate will be provided to Idaho Computer Company prior to conversion of any order to which such exemption applies.

Idaho Computer Company Return Policy (revised 11/20/2008)

1. Manufacturer and Publisher Policies

Most products sold by Idaho Computer Company are subject to a manufacturers' warranty. Please refer to the manufacturer or publisher's website or contact them for further assistance. If a situation extends beyond the manufacturer or publisher's service centers ability to resolve, contact an Idaho Computer Company Sales Representative for further guidance. Generally, products re-sold by Idaho Computer Company are subject to the manufacturers' or publishers' warranty that may change based on their requirements. Most manufacturers offer a one year warranty on all new hardware. Some manufacturers and publishers, however, disallow returns. The following manufacturers of hardware (not all inclusive) are not returnable: Cisco, Hewlett Packard, IBM, APC, Lenovo & Sony. The following publishers of software (not all inclusive) are not returnable: Citrix, IBM Software, Surf Control & Borland.

2. Damaged Products

Refuse all damaged products upon original delivery attempt. If damaged products are accepted from the carrier, then note the damage on the carrier delivery record. Save the product and the original box and packaging. Contact Idaho Computer Company within three days after receipt of shipment to arrange for a carrier inspection and a pickup of damaged products. Receipt of this information is necessary for Idaho Computer Company to file a damage claim with the freight carrier.

3. Order Discrepancies

Contact Idaho Computer Company within three days after receipt of shipment for all order discrepancies (shortages, mislabeled product or overages).

4. Defective / Dead on Arrival (DOA)

Report DOAs to Idaho Computer Company within five days after receipt of the shipment. Some manufacturers and publishers require DOAs to be handled directly with the manufacturer and in those cases Idaho Computer Company will provide the contact information. All DOA returns must be 100% complete, contain ALL original boxes and packing material, have original UPC codes on the manufacturers packaging, contain all blank warranty cards, accessories and documentation provided by the manufacturer. DOA products will be repaired or replaced at Idaho Computer Company's sole discretion.

5. Return Types

Unless otherwise specifically agreed to by Idaho Computer Company, no products are returnable for credit unless a part other than ordered was shipped to and received by the customer.

All returns are subject to Idaho Computer Company's approval and customer must contact Idaho Computer Company to receive a RMA number prior to returning product. Any product received by Idaho Computer Company without a valid RMA number will be returned to the customer at the customer's expense.

Valid returns received by Idaho Computer Company will be repaired or replaced at Idaho Computer Company's sole discretion and returned to the customer.