



CONDITION OF USE

Contact: fxwarepcs@gmail.com

TERMS AND CONDITIONS

Your use of the fxwarepcs.com web site and our services, including phone orders, all purchases, and inquiries, from FXWARE is governed by the policies, terms, and conditions set forth below. Please read the following information carefully. By using this site or submitting an order for products or services, you indicate your acceptance of, and agreement to be bound by, the terms and conditions set forth below personally or as an agent for any business entity you represent. The term "Customer" means you or the business entity you are ordering goods or services for. If you do not agree to these terms and conditions, please do not use this site and please do not submit any orders for products or services. The terms and conditions posted on this website, including the warranty policy, are public information and must be adhered to by anyone doing business with FXWARE unless there is a written contract signed by an officer of FXWARE.

GENERAL TERMS AND CONDITIONS

1. Customer agrees that FXWARE is not liable for mismatched product pictures or mistakes in product information. FXWARE reserves the right to change products and specifications and those listed on the Site may not be current. Customer agrees to verify the specifications of each product with the order. FXWARE is only responsible for products named on the invoice.
2. Our sales representatives are not authorized to make any representations or promises related to any product or services that exceed these terms and conditions and the warranty. Any additional provisions to your purchase must be made in writing signed by an officer of FXWARE.
3. Customer agrees that each item in a multi-item purchase from FXWARE shall be treated independently unless stated otherwise in the memo section of their order. That is, defect, replacement, and cancellation of one item does not constitute the voiding of the entire purchase. Each item shall be considered independently for warranty or refund purposes unless the customer has stated otherwise in the invoice memo.
4. Customer agrees that shipping costs and expenses will not be refunded once we ship.
5. It is the Customer's responsibility to look over their email confirmation and make sure all shipping, billing and item purchased are correct. Customers also acknowledge that FXWARE is not liable for providing the customs and import policies of their country. FXWARE is not responsible for any fees or

taxes associated with international shipments. The customer is responsible for being aware of the customs policies in their place of residence. If you do not get an email confirmation, call us to see if the order went through. Do not submit multiple orders or you will end up paying full restocking and shipping fees.

6. Order cancellation will only be accepted by phone and only before the order is processed. It cannot be done over email or by leaving voice mails. You can confirm order cancellation by checking the order status online. Cancellation on orders already charged carries a 4.9% credit card processing cancellation fee. If an order has already been built in our facility but has not been shipped, there will be an additional 20% restocking fee which covers expenses for taking the system apart and restocking the hardware, and any components that were not listed on our website and were special ordered by customer request will incur a 20% restocking fee.

7. Material fee for boxes, transportation, etc. are included in the shipping fee. Customer shall not be liable for additional shipping charges for purchases FXWARE chooses to ship in multiple packages unless they request and agree to shipping upgrades and upgrade fees. FXWARE does include shipping insurance with every USPS/UPS shipment.

8. Customer agrees that FXWARE will not be liable for shipper's shipping delays.

TRADEMARKS

All trademarks and registered trademarks displayed on the site are the trademarks of their respective owners, and are not intended to imply any endorsement or affiliation between FXWARE and these companies.

MAKING PURCHASES

If you wish to purchase products offered on the site, you will be asked to supply certain information, including but not limited to credit card or other payment information. You agree that all information you provide to FXWARE will be accurate complete and current. You agree to pay all charges incurred by authorized users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You will also be responsible for paying any applicable taxes, and shipping and handling charges relating to your purchases.

WHERE WE SHIP

We ship to any physical address that the shipper/courier can ship to in the U.S.. Customers also acknowledge that FXWARE is not liable for providing the customs and import policies of their country. FXWARE is not responsible for any fees or taxes associated with international shipments. The customer is responsible for being aware of the customs policies in their place of residence.

WHEN WE SHIP

Products are shipped only after build, which can take up to 10 days on a standard basis. Your order may be delayed if your ship to address does not match what your credit card issuer has on their file. Some orders that are shipped from fulfillment warehouses may require longer for the item to ship. We may also ship the orders with multiple items from different warehouses so it is possible you get the items on different days. Due to the many circumstances such as unable to charge your card or verify

your address, we cannot guarantee when your order is shipped out. Also if you choose next day air service, it does not necessarily mean you will get it the next day from the order date, it means that you will get it the next day from the date we ship the order. FXWARE reserves the right at any time after receipt of your order to delay your order for any reason.

SHIPPING DELAYS

Once an order is shipped, it is up to the shipment courier to deliver the products; we will not be able to stop the shipment once it is shipped. If the shipper/courier loses the package, we will not be able to ship out replacement packages until the shipper courier confirms that the package is lost/will not be delivered to its destination and they will reimburse us. Without confirmation from the shipper courier, we will not know for sure if you will get two shipments if we ship out another one. Another delay is if there is no one to sign for the package, every package we ship usually requires a signature, if a package is returned to us because no one was available to sign for it or the address was input incorrectly at the time you enter the order, you will be charged again to ship it out a second time.

ORDER ACCEPTANCE POLICY

Your receipt of an electronic or phone order confirmation does not signify our acceptance of your order. FXWARE reserves the right at any time after receipt of your order to accept or decline your order for any reason.

DISCLAIMER AND LIMITATION OF LIABILITY AS TO PRODUCTS SOLD.

YOU AGREE THAT THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY TO FXWARE LLC. ARISING FROM ANY PRODUCT SOLD BY FXWARE SHALL BE THE PRICE OF THE PRODUCT ORDERED. IN NO EVENT SHALL FXWARE, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES AND REPRESENTATIVES BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES RELATED TO PRODUCT SOLD.

RETURNS

In order to receive a refund you must request it within the first 14 days of receiving the computer. Any computers owned longer than 14 days will no longer be eligible for a refund. Refunds are only issued for the sale amount, and will not include freight charges. Additionally, a 20% restocking fee is applied to computer system unless: There are defective hardware component(s) inside the computer, and FXWARE or a third-party computer company contracted by FXWARE has verified that the stability/performance issues are in direct result of the hardware inside the computer and NOT the software such as the operating system, drivers, or software. This does not include damage to the computer which has occurred during shipping, such as, but not limited to: dents in the computer chassis, loose cables, fallen cathode lighting, etc. Computers with shipping damage are eligible to be repaired by FXWARE within the first 30 days of receiving the computer. The customer agrees that any request for a full refund on a computer with damage due solely to shipping will incur a 20% restocking fee. FXWARE cannot offer a full refund for the purchase price of the product(s) unless there were issues such as defective hardware component(s) inside the computer such as a memory stick causing stability/performance issues. Any custom work done on the computer such as artwork or any permanent additions to the computer makes it unqualified for return. Special ordered components, components selected by the customer, which are not listed on FXWARE's website by default, such as, but not limited to: graphics cards, processors, hard drives, motherboards, power supplies, computer cases, RAM, etc., will incur a 25% restocking fee, regardless of computer defects. The returned merchandise must include its original packaging, manuals, and all accessories or an addition 10% restocking fee will incur. All sales on software items are final. Opened accessories such as the

monitor and speakers will not be refunded. FXWARE will not refund shipping costs and will not pay shipping for returning packages. Returned shipments must be sent in the original packaging that the computer was received. All return shipments must be shipped with a tracking number and insured for the full value of the computer. FXWARE is not liable for any damage to the product during transit on return shipments. Before making any return, back up all software and data and remove any personal information, confidential information or private content, which you do not want, viewed or used by any third party. FXWARE is not liable for lost data or misuse of data on computers that are returned for any reason. If the customer fails to meet the minimum standards of this contract then no refund will be given.

1 YEAR WARRANTY SERVICE

Each custom PC comes with a 1 year limited warranty. FXWARE does not cover the shipping costs of any computer system being shipped to the FXWARE workshop for warranty services. FXWARE only pays for outgoing shipping. For orders shipped international, the buyer takes full responsibility for shipping charges and any other charges. Warranty is void if the computer is defective due to physical damage, overclocking, leaving it on for more than an average of 12 hours a day, or from modifications to any components. FXWARE's 1 year limited warranty only covers defective hardware and NOT the software such as the operating system, drivers, or software. FXWARE may also use similar products or similar to new products for all repairs to computer systems order if the product first indicated is out of stock.

REFUSED SHIPMENTS

Any product that FXWARE ships out to our Customer that comes back to FXWARE as refused delivery, the Customer will be subject to fees. A restocking fee of 15% will be applied to computer system. Also, shipping fees from sending the package to the Customer and receiving the package back from the Customer will not be refunded.