OWC Terms & Policies

At OWC Our Customers Come 1st!
Quality Products, Competitive Prices, Expert Support since 1988

TERMS & CONDITIONS OF SALE

These Terms of Sale ("Terms of Sale") apply to all sales at the web site located at www.macsales.com (the "Site"). and all associated sites and phone numbers linked to the Site by New Concepts Development Corporation ("OWC"). its subsidiaries and affiliates, including Newer Technology, Inc. and Other World Computing, Inc. If you visit or shop at the Site, you accept these Terms of Sale.

Disclaimers
AS PERMITTED BY APPLICABLE LAW, OWC SPECIFICALLY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS.

IF OWC CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY OWC IN ITS SOLE DISCRETION.

EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE, AND TO THE EXTENT PERMITTED BY LAW, OWC IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, DAMAGE TO OR CORRUPTION OF DATA, OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY. ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH OWC PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

OWC DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT OR MAKE A PRODUCT EXCHANGE WITHOUT RISK OR LOSS OF THE PROGRAMS OR DATA.

Additional Terms and Conditions
Additional terms and conditions apply to purchases of goods or services at the Site ("Terms"). All sales placed via phone at 1-800-275-4576 or 1-815-338-8685 or via fax, all of which Terms are made a part of these Terms of Sale by this reference. These additional Terms are located at http://eshop.macsales.com/service/terms. You agree to abide by such other terms and conditions as applicable. If there is a conflict between these Terms of Sale and the Terms, these Terms of Sale shall control with respect to your purchase.

http://eshop.macsales.com/service/terms/sale

2/27/2015
Return and Refund Policy

If you are not satisfied with your OWC product purchase, you must obtain a Return Merchandise Authorization (RMA) within 30 days of your original invoice date, to return or exchange the product. RMA numbers expire within the lesser of 15 days from date of issuance or 30 days from your original item invoice date.

To obtain an RMA number, you may fill out our online RMA Request form found here: [http://eshop.macsales.com/Service/RMA_Request.cfm](http://eshop.macsales.com/Service/RMA_Request.cfm). You may also call 1-800-275-4576 (toll free) or 1-815-338-8685 (international), Option 2, during our Regular Business Hours. Returns without a valid RMA number on the outside of the package will not be accepted.

OWC disclaims all liability for products returned without a valid RMA number, as well as for all products returned without proper authorization for return pursuant to the RMA. You hereby waive any claims for damage or loss as a result of your unauthorized return of products to OWC.

Please include a copy of your original invoice inside the package with the item returned circled. Items must be returned complete, unaltered, and with original product materials and packaging for full refund and to prevent the possibility of additional return fees or possible rejection of the product.

OWC does not permit the return of or offer refunds for the following products:
1. Product that is custom-configured or personalized to your specifications;
2. Plasma TVs and accessories like mounting brackets and speakers relating to same;
3. Opened earbuds, microphone accessories, and microphones;
4. Software that contains a printed software license if the seal or sticker on the software media packaging is broken;
5. APC UPS Backup Products that are not factory sealed;
6. Used media and consumables, including but not limited to CD media, DVD Media, Blu-ray media, labels, Brain Tonic Think Drink, cleaning solutions, and NLU ScreenGuardz for iPod
7. Clearance items, Garage Sale items, and Open Box Units;
8. Opened storage solution devices with voided warranties

You will be responsible for any loss or damage to the product during return shipping unless otherwise specifically provided by OWC. OWC recommends that you (1) use a carrier that offers shipment tracking for all returns and (2) either insure your package for safe return or declare the full value of the shipment so that you are protected if the shipment is lost or damaged in transit.

OWC reserves the right to assess up to a 15% restocking fee on all returns and exchanges. Shipping fees are not refundable. At OWC’s discretion, credit for partial returns may be less than invoice due to reversal of special pricing discounts from qualifying bundle, instant rebate, coupon or other promotional pricing from either OWC or its affiliates and partners.

All authorized refunds will be refunded via the method of payment originally billed. Please note that OWC will process all refunds within 48 hours of receipt of returned goods. All refunds are subject to the financial institutions’ processing timelines. OWC is happy to answer any questions regarding our portion of the refund processing, but you may need to contact your financial institution for more details.

OWC reserves the right to refuse a return, should any of the components be missing from the return shipment. If OWC accepts a return with missing components, OWC further reserves the right to assess the customer replacement fees for those components missing, as per fair market value.

SHOULD A NON-OWC PRODUCT BE SHIPPED TO OWC IN A RETURN, OWC HAS THE RIGHT TO REFUSE THE RETURN. IF OWC ACCEPTS A RETURN WITH NON-OWC PRODUCT, OWC DOES NOT WARRANT OR TAKE RESPONSIBILITY FOR THE NON-OWC ITEMS THEMSELVES OR ANY DATA LOCATED ON SAID ITEMS. CUSTOMER SHOULD NOTIFY OWC IF THEY INTEND TO SEND NON-OWC PRODUCTS DURING THE RETURN PROCESS. OWC WILL MAKE EVERY ATTEMPT TO ACCOMMODATE OUR CUSTOMER’S REQUESTS, BUT DOES NOT ACCEPT RESPONSIBILITY FOR SUCH ITEMS. NON-OWC ITEMS ARE SENT AT THE CUSTOMER’S RISK.

If you are an APO/FPO customer and outside the domestic delivery area, the standard OWC Return and Refund Policy applies, but you are responsible for shipping the product back to a state-side return address, plus handling and customs. OWC does not currently authorize Cross Shipping for APO/FPO customers.

All transactions, including returns, refunds and exchanges are performed in USD currency.

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Hours of Operation

http://eshop.macsales.com/service/terms/sale

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The OWC Team is generally available to assist you Monday through Friday, 8am to 10pm, and Saturday, 9am to 4pm, Central/Standard Time, excluding U.S. Federal holidays ("Regular Business Hours").

If you have a question about a product we offer or would like assistance with a new order, our knowledgeable sales staff is available by calling 1-800-275-4576 (toll free) or 1-815-338-8685 (international) during our Regular Business Hours. You may also send an email to sales@macsales.com. Upon receipt of your email, OWC will send an auto-reply email to confirm receipt, followed by a response from a sales representative, typically within 24 Regular Business Hours of the auto-reply email.

If you have already placed an order and have questions concerning order status, tracking, or need to arrange a return, Customer Service Representatives can be reached during our Regular Business Hours by calling 1-800-275-4576 (toll free) or 1-815-338-8685 (international), or by opening a ticket here. Receipt of your request will be confirmed with an auto-reply email. All requests confirmed received are responded to by an OWC representative, typically within 24 Regular Business Hours of the confirmation. Order status and tracking is also available at https://eshop.macsales.com/orderStatus.

If you have other questions, require other assistance, or would like technical support for a product purchased from the Site, Technical Support Representatives can be reached Monday through Friday, 8am to 8pm, and Saturday, 9am to 4pm, Central/Standard Time, excluding U.S. Federal holidays by calling 1-800-275-4576 (toll free) or 1-815-338-8685 (international), or by using the link here. Receipt of your email will be confirmed with an auto-reply email. All emails confirmed received are responded to by an OWC representative, typically within 24 Regular Business Hours of the confirmation. Many questions can also be answered with a visit to our online tech center. FAQs, manuals, installation videos, documents, updates, drivers and more can be found here. http://eshop.macsales.com/tech_center/index.cfm.

Resale or Export

OWC reserves the right to refuse or cancel your order if OWC suspects you are purchasing for unauthorized resale or export. Additional terms for resale or export may apply.

Payment Methods

OWC allows you to make your purchases using any of the payment methods described below. You may combine more than one payment method for a single purchase, but you must first contact our knowledgeable sales staff, which is available by calling 1-800-275-4576 (toll free) or 1-815-338-8685 (international) during our Regular Business Hours.

All transactions, including returns, refunds and exchanges are performed in USD currency. Any foreign transaction fees resulting from currency conversion are the responsibility of the purchaser. If payment is made by bank wire or ACH, any fees charged by the purchaser's bank or any intermediary banks between the purchaser's bank and OWC's bank are the responsibility of the purchaser. PayPal, Credit, Debit, and Check Cards

When you order online, you may pay by Amazon, PayPal, credit, debit, or check card. When you order by telephone/fax/email, you may pay by credit, debit, or check card. When you provide OWC with your card information, OWC will obtain a pre-approval from the card company for the amount of the order, which may result in a corresponding block on your available credit while the pre-approval remains in place. OWC will not bill your credit card or process a transaction until your order ships.

OWC accepts American Express, Discover, MasterCard, and Visa credit, debit, or check cards.

Debit cards and check cards have daily spending limits that may substantially delay the processing of your order; please contact your bank for more information. Credit/Debit card orders require billing address verification. If ship-to address is different from your billing address, this address is also subject to verification. An incorrect or unverifiable billing or ship-to address puts the order into a hold status until it is verified. At OWC's discretion, your order may be cancelled.

If credit/debit card authorization is declined, your order is put on hold until a successful authorization is obtained. At OWC's discretion, your order may be cancelled.

OWC Store Credit

Within one (1) year of issuance, you can redeem an OWC Store Credit to make your purchases, but you must first contact our knowledgeable sales staff, which is available by calling 1-800-275-4576 (toll free) or 1-815-338-8685 (international) during our Regular Business Hours. Unless prohibited by law, your OWC Store Credit expires one year from date of issuance.

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Under certain circumstances, OWC may issue OWC Store Credits that have additional restrictions, including a specific expiration date or restrictions on the type of product. Should any restrictions exist, OWC will be clearly communicate them to the customer at the time of issuance of the OWC Store Credit.

**Wire Transfer, COD, Certified Funds, Money Orders**
OWC accepts bank wire transfers, certified funds (official checks), money orders and checks as a valid form of payment. If you would like to use any of these options or arrange to pay for your order prior to placing your order, please contact our knowledgeable sales staff which is available by calling 1-800-275-4576 (toll free) or 1-815-338-8565 (international) during our Regular Business Hours.

*Payment options may be subject to a 19-day hold/verification period by OWC's corporate accounting if there has not been prior credit approval.

**Purchase Orders/Net 30**
You may issue, and OWC agrees to accept for consideration, Purchase Orders. However, no Purchase Order will be completed unless and until same is accepted by OWC in its sole discretion. A Purchase Order is deemed accepted upon shipment of the product ordered. For information on placing a Purchase Order, contact our knowledgeable sales staff, which is available by calling 1-800-275-4576 (toll free) or 1-815-338-8565 (international) during our Regular Business Hours. The Terms and these Terms of Sale shall take precedence over any different, additional, or conflicting provisions in your Purchase Order(s). Payment terms shall be via a method described above or Net 30 days to government, corporate, or educational entities pending account approval. OWC reserves the right to charge 1.5% interest per month on any past due balance.

**Order Processing and Pricing**
Shipment dates on your order are based on product availability, payment processing time, and warehouse processing time and do not include transit time. OWC does not begin order processing until OWC receives all of the information that it needs for full payment or a full authorization, in the case of credit/debit card. OWC may begin payment processing for orders placed on weekends or holidays on the next business day.

OWC reserves the right to change prices for products displayed on-line at any time and particularly to correct pricing errors. OWC is not responsible for typographical errors. OWC reserves the right to cancel any order you have placed if there was a typographical error on the Site concerning the pricing or availability of any item you ordered when you placed the order. Your total order price will include the price of the product on the day of shipping plus any applicable sales tax and shipping charges.

ALL TRANSACTIONS, INCLUDING RETURNS, REFUNDS AND EXCHANGES ARE PERFORMED IN US DOLLAR CURRENCY. ANY FOREIGN TRANSACTION FEES RESULTING FROM CURRENCY CONVERSION ARE THE RESPONSIBILITY OF THE PURCHASER. IF PAYMENT IS MADE BY BANK WIRE OR ACH, ANY FEES CHARGED BY THE PURCHASER'S BANK OR ANY INTERMEDIARY BANKS BETWEEN THE PURCHASER'S BANK AND OWC'S BANK ARE THE RESPONSIBILITY OF THE PURCHASER.

**Sales Tax**
Purchasers are responsible for any and all federal, state, and local taxes, imports, or other duties or import fees arising out of the sale of the products or services through the Site. In addition to the price of your purchases, OWC may charge you sales tax based on your shipping address and the sales tax rate in effect at the time your order is billed.

All orders shipping to Illinois, Nevada or Texas are subject to applicable sales taxes.

All transactions, including returns, refunds and exchanges are performed in USD currency.

**Shipping**
Unless otherwise noted, shipping and handling charges will be shown as additional charges on your invoice. Products shipped via standard service are normally delivered within six business days after shipment, but OWC makes no guarantee. For an additional charge, OWC offers expedited shipping options on most of OWC's products. As the delivery of your order is beyond OWC's control once it leaves OWC's facilities, OWC cannot assume liability for late deliveries, regardless of the delivery method you specify. Please note most deliveries require a signature. Occasionally, packages are returned to OWC as undeliverable. When the carrier returns an undeliverable package to OWC, please contact OWC to make arrangements for reshipment. OWC reserves the right to charge you a 15% restocking fee on all refused or failed delivery, as well as all charges incurred by OWC in the return and retrieval of refused orders, including but not limited to taxes, duties, broker fees and return shipping costs. These fees may be collected by the carrier, customs, agents, brokers, or OWC.
OWC currently offers many shipping options through strategic partnerships with FedEx, UPS, the United States Postal Service and DHL International, providing delivery of purchased items to the following countries:

Albania, Algeria, American Samoa, Andorra, Angola, Anguilla, Antigua, Argentina, Aruba, Australia, Austria, Azerbaijan, Bahamas, Bahrain, Bangladesh, Barbados, Belgium, Belize, Benin, Bermuda, Bolivia, Bosnia and Herzegovina, Botswana, Brazil, Brunei Darussalam, Bulgaria, Burundi, Byelorussia (Belarus), Cameroon, Canada, Cape Verde, Cayman Islands, Chad, Chile, China, Colombia, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Djibouti, Dominica, Dominican Republic, Ecuador, Egypt, El Salvador, Equatorial Guinea, Estonia, Ethiopia, Faroe Islands, Fiji, Finland, France, French Guiana, French Polynesia, Gabon, Gambia, Germany, Ghana, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guinea, Guinea-Bissau, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Indonesia, Ireland, Israel, Italy, Jamaica, Japan, Jordan, Kazakhstan, Kenya, Kirghizia (Kyrgyzstan), Korea, Kuwait, Lao People's Democratic Republic, Latvia, Lebanon, Lesotho, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Madagascar, Malawi, Malaysia, Maldives, Mali, Malta, Martinique, Mauritania, Mauritius, Mexico, Moldova, Monaco, Montenegro, Morocco, Mozambique, Nepal, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Niger, Nigeria, Northern Mariana Islands, Norway, Oman, Pakistan, Palau, Panama, Papua New Guinea, Paraguay, Peru, Philippines, Poland, Portugal, Puerto Rico, Qatar, Reunion, Romania, Rwanda, Saudi Arabia, Senegal, Serbia, Seychelles, Singapore, Slovak Republic (Slovakia), Slovenia, Somalia, South Africa, Spain, Sri Lanka, St. Kitts and Nevis - Anguilla, St. Lucia, St.Vincent, Suriname, Swaziland, Sweden, Switzerland, Taiwan, Tanzania, Thailand, Togo, Trinidad and Tobago, Turkey, Turkmenistan, Turks and Caicos Islands, Uganda, Ukraine, United Arab Emirates, United Kingdom, United States of America, Uruguay, Uzbekistan, Vanuatu, Vatican City, Venezuela, Vietnam, Virgin Islands, British, Virgin Islands, United States, Yemen, Zambia and Zimbabwe

ALL ORDERS SHIPPED OUTSIDE OF THE UNITED STATES ARE SUBJECT TO ALL NATIONAL, FEDERAL, STATE OR LOCAL TAXES, DUTIES OR OTHER IMPORT FEES FOR THE COUNTRY OF DELIVERY DEEMS LEGAL AND REQUIRED AT THIS TIME. OWC DOES NOT COLLECT ANY OF THESE FEES DURING THE CHECKOUT PROCESS AND THE CUSTOMER IS SOLELY RESPONSIBLE FOR ANY OF THESE ADDITIONAL FEES ASSESSED BY THE COUNTRY OF IMPORT.

All transactions, including returns, refunds and exchanges are performed in USD currency

All international and/or SPO shipping charges, including Returns for Warranty or Returns for Refund, are the sole responsibility of the customer.

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Force Majeure

OWC shall not be liable for any losses, damages, or costs resulting from a delay caused by circumstances beyond OWC's control, including but not limited to, acts of God, floods, acts of war or terrorism, strikes, material or labor shortages, accidents and other disasters, riots or insurrections, embargoes, or other related delays in transportation.

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Product Warranties

Third party products not branded or produced by OWC or its affiliates are sold "AS IS" but may be accompanied by a manufacturers' warranty. OWC sells "AS IS" products as is, where is, and with all faults, and without express or implied warranties from OWC. If applicable and assignable, OWC will assign to you any available original equipment manufacturer warranties. OWC's Limited Warranty does not apply to products that are not OWC-branded, even if packaged or sold with OWC products.

OWC & Newer Technology hardware products may carry a Limited Warranty against defects in materials and workmanship. You may review a copy of the Limited Warranty available on specific products, including limitations and exclusions, before you purchase, by clicking on the appropriate link in the product description.

All Limited Warranties are incorporated here by this reference. BY PURCHASING FROM THE SITE, WHETHER YOU PLACE YOUR ORDER ONLINE OR BY TELEPHONE/FAX/EMAIL, YOU ACKNOWLEDGE THAT YOU HAVE HAD AN OPPORTUNITY TO REVIEW THE APPLICABLE WARRANTY TERMS, HAVE DONE SO TO THE DEGREE YOU NEED TO BE FAMILIAR WITH THEM, AND YOU ACCEPT THEIR TERMS AND CONDITIONS, INCLUDING THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS THEREIN

OWC is not responsible for damage arising from lost passwords or failure to follow instructions relating to a product's use, installation, maintenance, or storage. OWC is not responsible for: (a) damage to consumable parts, such as batteries, unless damage has occurred due to defect in materials or workmanship, (b) cosmetic damage, including but not limited to scratches and dents; (c) damage caused by use with non-DWC products; (d) damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external causes; (e) damage caused by operating the product outside the permitted or intended uses described by OWC; (f) damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of OWC or an OWC authorized service provider; (g) a product or part that has been modified to alter functionality or capability without the written permission
of OWC, (h) opened storage solution devices or (i) any product where the serial number has been removed or defaced.

For any replacements, OWC will always make all best efforts to replace any product found to be defective with an exact replacement. When a direct replacement for the exact model number or part number is not available, OWC reserves the right to replace with an equivalent or higher graded item. A refund will be offered if this turns out to not be an acceptable solution for one or both parties.

Incomplete or Damaged Shipments; Exchanges
If you receive a shipment that is incomplete, incorrect, or physically damaged, this must be reported to OWC within 48 hours of shipment receipt. Customer Service Representatives can be reached during our Regular Business Hours by calling 1-800-275-4576 (toll free) or 1-815-338-8685 (international), Option 3.

OWC does allow the exchange of approved items within 30 calendar days from the original shipment date. You must obtain a Return Merchandise Authorization (RMA) within 30 days of your original invoice date, to exchange your product. To obtain an RMA number, follow the terms and conditions for return authorization set forth above. The same rules and restrictions apply.

When a direct replacement for the exact model number or part number is not available, OWC reserves the right to exchange the product with a product that is equivalent or better in performance and reliability and is at least functionally equivalent to the original product, or to refund the product purchase price.

Advance/Cross-Ship Replacement
Certain products are sold with an Advance/Cross-Ship Replacement limited warranty. To ship out an Advance Replacement product or components, we will first need to place an authorization on a credit card for the current market value of the item and its shipping cost. No portion of this authorization will be turned into a charge as long as the product or components arrive at OWC within 15 days of the advance replacement invoice date. All items being returned must be well packaged and in perfect condition (outside of any manufacturer defect). Including all components, parts, cables, manuals, and boxes. If anything is missing or damaged, the returned shipment could be refused in its entirety and the authorization could be charged partially or in full to cover the missing or damaged components. It is our desire to provide a service in offering an Advance Replacement. Please let us know if there are any extenuating circumstances like missing components or damage. If the product or components pass testing when they arrive, there will be a 5% handling fee. Please take advantage of our tech support and online troubleshooting tips before sending a product back.

Protection of Data
If your product is capable of storing software programs, data and other information, you should make periodic backup copies of the information contained on the product's hard drive or other storage media to protect the contents and as a precaution against possible operational failures.

Before you deliver your product for warranty service, it is your responsibility to keep a separate backup copy of the contents, and disable any security passwords. It is possible that the contents of your hard drive or other product will be lost or reformatted in the course of service, and OWC and its agents are not responsible for any damage to or loss of programs, data or other information contained on the media or any part of the product serviced.

While OWC does not generally, during the course of completing service or repairs, review the personal data, information, or content stored in customer devices. Such data, information, or content may be viewed inadvertently or purposely at the request of customer or as needed to complete repairs or service. Any personal information the customer does not wish to be viewed should be removed prior to return to OWC. OWC reserves the right at all times to disclose any such data, content, or information that OWC deems necessary to comply with any applicable law, regulation, legal process or governmental request.

Data Loss
OTHER WORLD COMPUTING IS NOT RESPONSIBLE FOR ANY LOSS, CORRUPTION OR DESTRUCTION OF DATA ON ANY HARD DRIVE AS PART OF A STORAGE SOLUTION. UNLESS OTHERWISE SPECIFIED IN THE PRODUCT WARRANTY SECTION OF THE PRODUCT INFORMATION PAGE ON MACSALES.COM. OTHER WORLD Computing will not be held liable in any manner for the recovery or restoration of any data lost. To maximize your data protection, OWC recommends that you keep an additional copy of your data in a completely different location.

Other World Computing sells a wide variety of products from multiple manufacturers and cannot control all aspects of manufacturing, delivery or use. As a result, OWC is not responsible for special, incidental, or consequential damages.
including but not limited to, lost profits, downtime, technician fees, goodwill, damage to or replacement of equipment and property, and any costs of recovering, reprogramming, or reproducing any program or data stored in or used with any product purchased from Other World Computing. Additionally, OWC is not responsible for any problem that is caused by (a) commercial use, accident, abuse, neglect; shock, electrostatic discharge, heat or humidity beyond product specifications; improper installation, operation, maintenance or modification, or (b) any misuse contrary to the instructions in the user manual; or (c) loss passwords; or (d) malfunctions caused by other equipment.