

Limited Warranty

TRAVERSE PC, INC. makes the following warranties:

- The CD ROMs or magnetic diskettes, which the software is recorded on, and the documentation provided with it are free from defects in material and workmanship under normal use.
- The computer software itself will perform substantially in accordance with the specifications set forth in the documentation provided with the software.
- The above warranties are the only express warranties made to the user and are made for ninety (90) days from the date of original delivery of the product to the user.

In the event the program does not conform to the above warranties, TRAVERSE PC, INC. will:

- Replace any CD ROMs, magnetic diskettes or documentation, which proves to be defective in materials and workmanship without charge. In the case of an error in the documentation, provide addendum or substitute pages with corrections.
- Either replace or repair any software that does not perform substantially in accordance with the specifications set forth in the documentation with a corrected copy of the software or corrective code.

If **TRAVERSE PC, INC.** is unable to replace defective documentation, defective CD ROM or a defective diskette or if **TRAVERSE PC, INC.** is unable to provide corrected software or corrected documentation within a reasonable time, **TRAVERSE PC, INC.** will refund the fees paid for the program.

TRAVERSE PC, INC. does **NOT** warrant that the functions contained in the software will meet the user's requirements or that the operation of the software will be uninterrupted or error free.

The warranty does NOT cover the following:

- Any CD ROM, diskette or documentation which has been subjected to damage or abuse.
- Any software which has been altered or changed in any way by anyone other than **TRAVERSE PC, INC.** or our authorized representatives.
- Problems caused by computer hardware, computer operating system or the use of **TRAVERSE PC, INC.** software in conjunction with non- **TRAVERSE PC, INC.** software.
- Failure of the user to follow the instructions for operation as contained in the documentation or as instructed by **TRAVERSE PC, INC.**

ANY IMPLIED WARRANTIES COVERING THE CD ROM, DISKETTE, THE DOCUMENTATION OR THE SOFTWARE INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO NINETY (90) DAYS FROM THE DATE OF ORIGINAL DELIVERY. An implied warranty of merchantability means that the product

will work normally and an implied warranty of fitness means that a product is suitable for the use for which it is advertised. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES. **TRAVERSE PC, INC.** SHALL NOT IN ANY CASE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE OR OTHER LEGAL THEORY EVEN IF **TRAVERSE PC, INC.** OR OUR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This means that we are not responsible for any costs incurred as a result of lost profits or revenue, loss of use of software, loss of data, costs of any substitute program, claims by any party other than you, or for other similar costs. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty allocates the risks of product failure between you and **TRAVERSE PC, INC.** Software pricing reflects this allocation of risk and the limitations of liability contained in this warranty.

The agents, employees, distributors, and dealers of **TRAVERSE PC, INC.** are not authorized to make modifications to this warranty, or additional warranties binding on **TRAVERSE PC, INC.**. Accordingly, additional statements such as dealer advertising or presentations, whether oral or written, do not constitute warranties by **TRAVERSE PC, INC.**

Any dispute that may arise in connection with this Limited Warranty that is not settled by the parties themselves shall be submitted to binding arbitration under the rules and regulations of the American Arbitration Association.

Any claim under the above warranty must include a dated proof of purchase such as a copy of your sales receipt or invoice. If a warranty claim requires return of the program, you must return it postpaid within ninety (90) days of your original delivery. You must either insure the defective item being returned or assume the risk of loss or damage in transit.

This warranty gives you specific legal rights, you may also have other rights which vary from state to state.