

Condition of Sale and RMA Policy

1. Products shipped by Max Group come with a limited one-year warranty. Max Group warrants these products to be free from defects in material and workmanship under normal use and service for a period of one year from the date of shipment. Any Max Group product that fails will be repaired replaced with an equivalent or better component or a credit will be issued at our option. Max Group makes no warranty as to the merchantability, fitness or application of the products
2. Max Group's general DOA period is 30 days from date of invoice, subject to manufacturers' DOA policy. Please refer to Manufacturer's direct RMA matrix for details. Items returned for DOA must be in original package with all accessories and supporting documentation.
3. All claims for shortage or shipment errors must be made within 3 days upon receipt of the merchandise. Recipient must report to freight carrier immediately when damaged boxes are received. Risk of loss passes to purchaser upon shipment of product from Max Group's facility.
4. All sales are final on Microsoft Software Products.
5. Customer must contact Max Group for a Return Merchandise Authorization number to return any item. All returns must include a copy of the packing slip as "Proof of Purchase" which includes the serial number of the item.
6. Items returned for credit must be in the original package with all accessories, all supporting documentation and in resell able condition. Improper packaging may void the warranty.
7. Max Group may, at its sole discretion, exchange products or portions of a product. Any exchange will be made in accordance with Max Group's exchange policies in effect on the date of the exchange.
8. A minimum restocking fee of 15% will be charged on All Goods Returned for Credit. No requests for credit are accepted after 7 days. ABSOLUTELY NO RETURNS ARE ACCEPTED FOR SPECIAL ORDERS.
9. All credit, exchange and fees will be assessed at the discretion of the Max Group once the items are received and inspected. Do not apply the balance of your subsequent order(s); it will result in a credit hold.
10. A \$25.00 fee will be charged for all returned checks.
11. In the event of a dispute, the venue for litigation will be in Los Angeles County, California

12. Limitation of Liability. Any liability for consequential and incidental damages is expressly disclaimed. Max Group's liability in all events is limited to, and shall not exceed, the purchase price paid.
13. In the event of default, the prevailing party in the legal action is entitled to recover attorney fees and court costs incurred in litigation of this matter.
14. Motherboards. In most instances, we encourage you to send motherboards directly back to manufacturer to expedite processing. For motherboards that cannot be shipped directly to the manufacturer, the following apply: There are no returns for credit. After we identify the problem, a replacement will be supplied.
15. Defective media will be warranted by replacement with the same product only. No credit will be issued on media sales and only individual defective disc's will be replaced. No spindle or bulk pack returns accepted.
16. Refurbished items. The item is sold 'as is' and there is no warranty unless otherwise stated in the invoice.
17. Clearance Specials. All product listed in the clearance section are sold as is. Items in clearance section may contact the following condition: Brand new obsolete model, refurbished item, or open box item. Brand new obsolete item is defined as unopened, unused, but model which has been outdated to the market. Refurbished is defined as the product has been previously repaired, reworked or repackaged by manufacturer. Open box item is defined as product was previously returned but not defective, a demo unit, or product for testing purposes. When purchasing these items, customer shall understand and accept the terms and conditions with customer's sole obligation and anticipate possible risks of defect. Items in the clearance section are sold as is. Product condition may or may not be specified in the item description. Max Group offers a 7 day company credit return policy on defects. Replacement, exchange or repair, are not available on clearance items. All shipping charges are non-refundable. Items being returned for refund must be returned by prepaid freight.
18. Max group warranty does not cover damage, deterioration or malfunction resulting from:
 - a) Accident, misuse, neglect, fire, water, lightening, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 - b) Repair or attempted repair by anyone not authorized by Max Group.
 - c) Damage to or loss of any programs, data or removable storage media.
 - d) Software or data loss occurring during repair or replacement.
 - e) Any damage of the product due to shipment.
 - f) Removal or installation of the product.
 - g) Causes external to the product, such as electric power fluctuations or failure.
 - h) Normal wear and tear.
 - i) Any other cause which does not relate to a product defect.
 - j) Damage to, or abuse of, the surface of the product, such as cosmetic damage.

CPU and Memory Products

1. No credit for CPU and Memory Products. Replacement only.
2. CPU, bulk pack or OEM: DOA period is 15 days. Warranty period is 90 days.
3. CPU, retail pack: DOA period is 15 days. Afterwards direct your RMA to manufacturer.
4. Memory, major brand. There are no returns for credit. Warranty is 3 years.
5. Memory, OEM memory. There are no returns for credit. Warranty is 1 year.
6. Sales persons are not authorized or trained to handle RMA matters.
7. Any order or shipping discrepancies must be reported on the same day of receipt of products.
8. Any physical damage to returned products voids the warranty.
9. Customer must contact Max Group for a Return Merchandise Authorization number to return any item. All returns must include a copy of the packing slip as "Proof of Purchase".

Inkjet Printers and Scanners

1. Warranty service is provided by the manufacturer and the warranty period is 90 days.
2. Refer to the manufacturer's warranty and send directly to the manufacturer to expedite processing.

Cell phone / Bluetooth

1. Max Group offers 7 days DOA during which time we will replace your defective item.
2. All warranty and service beyond 7 days is manufacture direct only.

System/Notebook

1. [Max Group custom notebooks and desk top PC's warranty](#)

Limitation of remedies for seller's breach of warranty

Repair or replacement: SELLER'S liability under this agreement shall be limited to repair or replacement of defective products. However, if SELLER fails in its attempt to repair or replace the defective products, BUYER will be entitled to have a refund, at SELLER'S then current selling price, for the defective products. This provision shall be BUYER'S exclusive remedy for breach of warranty.

No consequential damages: To the maximum extent allowed by law, SELLER shall not be liable to BUYER'S loss of profits, business goodwill or other consequential damages despite any failure to repair or replace the products, even if SELLER has been advised of the possibility of damages. BUYER has accepted this restriction on its rights to recover consequential damages as a part of its bargain with SELLER. BUYER realizes and acknowledges that the price of the products would be higher if SELLER were required to be responsible for BUYER'S consequential damages.

Arbitration of disputes: Any controversy, dispute or claim of whatever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this AGREEMENT, including any claim based on contract, fort or statute, shall be resolved at the request of any party to this AGREEMENT by final and binding arbitration conducted at a location determined by the arbitrator in Los Angeles County, California administered by and in accordance with the then existing Rules of Practice and Procedure of Judicial Arbitration and Medication Services, Inc. (J.A.M.S.). Judgment upon any award rendered by the arbitrator may be entered and enforced in any state or federal court in the United States, or any county having jurisdiction thereof.

Attorney's fees in event of dispute: In the event of a dispute or claim of whatever nature arising out of, or in connection with the interpretation, performance or breach of the AGREEMENT shall be binding upon the other party until its written consent has been obtained.

Assignment: No assignment by either party of any rights, including monies due or to become due under this AGREEMENT shall be binding upon the other party until its written consent has been obtained.

Non-waiver: Failure by either party to enforce any provision of this AGREEMENT shall not constitute a waiver of such provision or prejudice the rights of either party to enforce such provision at any subsequent time.

Headings and partial invalidity: Headings used in this AGREEMENT are for convenience only and shall not affect the interpretation of the AGREEMENT. If any provision of the AGREEMENT is or becomes void or unenforceable by the force or operation of law, the other provisions shall remain valid and enforceable.

Modification: Oral statements and understandings are not valid or binding, and this AGREEMENT shall not be changed or modified except in writing signed by both parties.

Binding effects: This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

Governing law: This AGREEMENT is deemed and entered into the City of Industry; California by both parties and shall be interpreted, enforced and governed by the Uniform Commercial Code as interpreted in the State of California. To the extent that this AGREEMENT provided for delivery or performance of service, such services shall be deemed "good" within the meaning of the Uniform Commercial Code, except where such implementation would result in an absurdity.

Entire agreement: This AGREEMENT constitutes the final and entire understanding and agreement of the parties and supersedes any prior agreement with respect to the subject matter hereof, and there are no other agreements including master purchase orders or supply agreements, representations warranties or promises, of any kind whatsoever, either written or verbal, except as expressly set forth therein.

Online RMA Request Form: [Click here](#) to fill out an RMA Request form.