

Limited Warranty Packard Bell NEC Components and Accessories

Packard Bell NEC, Inc. ("Company"), warrants this hardware product against defects in material and workmanship under normal use for a period of ninety (90) days commencing on the date of original purchase and ending on the ninety-day anniversary of the date of purchase ("the warranty period"). This hardware product may be manufactured from new and serviceable used parts tested to new product quality assurance standards. You are entitled to warranty service if replacement of the defective hardware product is required on this hardware product during the warranty period unless such products are identified as damaged during installation. The Company will bear the costs of materials for replacement of the defective hardware product during the warranty period. Warranty service is provided on an exchange basis, by mail, where you must return the component or accessory to the Company for replacement. The Company will have the option of replacing any defective product with a new product or with a serviceable used part that is in good working order. The Company will also have the option of replacing any defective hardware product with a functionally equivalent hardware product which may not be new, but which will be in good working order. All replacement parts or products are warranted for the remainder of the original warranty period. Such services shall be the consumer's sole and exclusive remedy. All exchanged parts and/or hardware products replaced under this warranty will become the property of the Company. The Company has no obligation to replace systems, components, or items damaged during an upgrade installation or as a result of using this hardware product to upgrade another product.

ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIODS SET FORTH ABOVE AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER SUCH PERIOD. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This warranty does not cover software products, technical assistance for hardware or software usage, consumable items such as batteries and the like, hardware components or products purchased from anyone other than the Company; or repair or replacement of any hardware component or product that is malfunctioning due to accidents such as dropping and the like, negligence, misuse, abuse,

theft, vandalism, fire, earthquakes, water, spilled liquids, immersion in liquids, lightning, or other peril or other damages caused by any natural disaster. This warranty also does not cover any product on which the serial number has been defaced, modified or removed, or damage caused by failure to provide a suitable installation environment for the hardware product, such as inappropriate electrical power, temperature or humidity; damage caused by unauthorized repairs (repairs performed by any one other than an Authorized Service Provider) or improper maintenance, damage caused by modifications or alterations of the hardware product or damage caused by third party peripherals. You agree to read and follow all safety and installation instructions provided. Consumers are cautioned that product performance is affected by system configuration, software, the application, customer data, and operator control of the system. You, and not the Company, are responsible for the selection, use and results obtained from the product. The Company does not warrant uninterrupted or error-free operation of this hardware product nor does it warrant that any product that you purchase will meet your individual requirements.

The sole remedy under this limited warranty shall be replacement of defective part(s) as provided above. The Company's liability for failure to exchange the hardware product will be limited to a replacement of the hardware product or, if the Company is unable to provide replacement, providing a refund not to exceed the purchase price of the hardware system. These remedies are your exclusive remedies for breach of warranty.

UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE IN ANY WAY TO THE END-USER OR ANY THIRD PARTY FOR ANY DAMAGES IN CONNECTION WITH THE SALE, PURCHASE OR USE OF THE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE OF THE HARDWARE PRODUCT OR ANY ASSOCIATED PERIPHERALS, COST OF REPLACEMENT PRODUCT, DOWN-TIME, CHARGES FOR YOUR TIME AND EFFORT, OR ANY OTHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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IF SERVICE IS REQUIRED DURING THE WARRANTY PERIOD

Please refer to the attached "Technical Support and Service Information" document for available service options.

IMPORTANT

Replacement components or accessories will only be shipped to you after the non-functioning components or accessories have been returned to the Company. Alternately, you may secure the return of the non-functioning components or accessories with a credit card at the time of the call. If they are not returned your credit card will be charged. You must ship the product back to the Company in its original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. The Company will not be responsible for damage due to incorrectly packaged hardware products.

The Company will pay for standard shipping costs from the Company to an address within the continental United States. If you require faster shipping time, you must pay for the express shipping costs. A copy of your dated sales slip, the hardware product serial number, and a detailed description of the problem you are experiencing must be included in the package.

This warranty is valid only for hardware products that have been purchased in the United States of America. Hardware products taken outside of the United States of America must be returned to the country of original purchase to receive the services described herein.

Hardware warranties are extended only to the original owner or original leaseholder. This warranty does not cover rented products or products otherwise leased.

This warranty shall not be applicable to the extent that any provision of this warranty is prohibited by any Federal or State law that cannot be preempted. This warranty gives you specific legal rights, and you may also have other rights that vary from State to State or jurisdiction to jurisdiction.

The terms and conditions for obtaining warranty service during the warranty period are subject to change by the Company without notice. In addition, the terms and conditions covering services offered by the Company outside the warranty period or during the warranty period for matters not covered by the warranty (such as technical assistance for hardware usage, software issues and "how-to" questions) and the fees charged for such services, are subject to change by the Company without notice. The availability of toll-free telephone lines during or after the warranty period, the types of services the Company may offer from time to time to its customers and the days and hours of operation during which the Company's technical support and customer service operations will be available, are all subject to change, without notice, at the Company's discretion.

The Company's mailing address for warranty matters is 8285 West 3500 South, Magna, Utah 84044.

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