

# 3 - Y E A R H A R D W A R E L I M I T E D W A R R A N T Y

NEC Computers Inc. (hereafter NECC), warrants this hardware product to be free from defects in material and workmanship under the following terms.

## **HOW LONG IS THE WARRANTY**

Labor and parts are warranted for three (3) years commencing on the date of original purchase and ending on the three-year anniversary of the date of purchase (“the warranty period”) in the U.S.A. and Canada. Year one is on-site; years two and three are on a return-to-service-center basis. Spare parts are warranted for ninety (90) days.

## **WHO IS PROTECTED**

This warranty is non-transferable and may be enforced only by the first consumer purchaser.

## **WHAT IS COVERED AND WHAT IS NOT COVERED**

Except as specified below, this warranty covers all defects in material and workmanship in the PowerMate desktop computer. This warranty does not cover any of the following:

1. Any product which is not distributed in the U.S.A. or Canada by NECC or which is not purchased in the U.S.A. or Canada from an authorized NECC dealer or distributor. If you are not certain whether a dealer is authorized, please contact NECC at **1-800-632-4525**.
2. Any product on which the serial number has been defaced, modified or removed.
3. Damage, deterioration or malfunction resulting from, but not limited to:
  - a. Accident, misuse, abuse, neglect, fire, water, lightning 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 NECC.
  - c. Any shipment of the product (claims must be presented to the carrier).
  - d. Removal or installation of the product.
  - e. Any other cause which does not relate to a product defect.
4. Cartons, carrying cases, pens, external cabinets, magnetic media, or any accessories used in connection with the product.
5. Components that are not supplied by NECC. Service required as a result of third-party products is not covered under this warranty.
6. Software products.

## **WHAT WE WILL PAY FOR AND WHAT WE WILL NOT PAY FOR**

We will pay labor and material expenses for covered items, but we will not pay for the following:

1. Removal or installation charges.
2. Costs of initial technical adjustments (set-up), including adjustment of user controls. These costs are the responsibility of the NECC dealer from whom the product was purchased.
3. Payment of shipping and related charges incurred in returning the product for warranty repair.

## **HOW YOU CAN GET WARRANTY SERVICE FOR YEAR ONE**

For the first year, NECC provides an on-site limited warranty for all PowerMate Series computers installed within a 50-mile radius of an NECC TotalService Preferred Dealer location or NECC authorized third-party maintenance organization.

On-site warranty service is available Monday through Friday during normal local business hours, exclusive of NECC holidays.

Such on-site warranty service may be obtained by contacting your local NECC TotalService Preferred Dealer or calling **1-800-632-4525**. Beyond the 50-mile radius, travel charges will be applied. Alternatively, you may obtain warranty service in the same manner as the procedure for years two and three, below.

## **HOW YOU CAN GET WARRANTY SERVICE FOR YEARS TWO AND THREE**

To obtain warranty service during years two and three of the warranty term, you must return this product prepaid to any authorized NECC service center or directly to an authorized NECC factory for repair. Packaging material used to transport the product to an authorized repair facility is the responsibility of the owner. Packaging should be suitable to reduce risk of damage to the product in transit. Damage in shipping is the responsibility of the shipping party.

## **LIMITATION OF DAMAGES AND IMPLIED WARRANTIES**

NECC'S SOLE LIABILITY FOR ANY DEFECTIVE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT OUR OPTION. NECC SHALL NOT BE LIABLE FOR:

1. DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THIS PRODUCT, DAMAGES BASED UPON INCONVENIENCE, LOSS OF USE OF THE PRODUCT, LOSS OF TIME OR DATA, COMMERCIAL LOSS; OR
2. ANY OTHER DAMAGES, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

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.

NECC MAKES NO OTHER EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE WARRANTY PERIOD 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.

## **HOW STATE LAW RELATES TO THE WARRANTY**

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

## **FOR INFORMATION, TELEPHONE 1-800-632-4525**

NOTE: All products returned to NECC for service MUST have prior approval; this may be obtained by calling the above number.

NECC products are warranted in accordance with the terms of the applicable NECC hardware limited warranty. Product performance is affected by system configuration, software, the application, customer data, and operator control of the system, among other factors. While NECC products are considered to be compatible with many systems, the specific functional implementation by the customers of the product may vary. Therefore, the suitability of a product for a specific purpose or application must be determined by the customer and is not warranted by NECC.

## **YEAR 2000 CLARIFICATION**

This Year 2000 clarification supplements the foregoing NECC hardware limited warranty. NECC warrants that this hardware product is Y2K Compliant. As used herein, "Y2K Compliant" means that the hardware product satisfies these three criteria: (1) the BIOS supports millennium (8-digit) date format (MMDDYYYY); (2) the BIOS automatically changes to 2000 on 01/01/2000; and (3) Year 2000 is correctly handled as a leap year. Whether or not a hardware product is Y2K Compliant will be determined solely by use of YMARK2000, a utility developed by NSTL, Inc. ("NSTL") that is used to verify proper date handling by PC systems during the rollover to the Year 2000. This Y2K warranty shall expire the earlier of (i) the expiration of the warranty period stated in the foregoing NECC hardware limited warranty, or (ii) January 1, 2001. If it is demonstrated to NECC's reasonable satisfaction that any hardware product fails to pass the YMARK2000 compliance test during the Y2K warranty period, such failure shall be considered a hardware defect that is covered by the NECC hardware limited warranty. The remedies available to the end user for breach shall be as defined in, and subject to the terms and conditions of, the foregoing NECC hardware limited warranty, as supplemented by this Year 2000 clarification. If NECC supplies a ROM BIOS upgrade as a remedy for any such defect, it will be the responsibility of the end user to install such upgrade.

NECC's Y2K warranty covers only the hardware product and BIOS. The end user is responsible for verifying the Y2K readiness of any product, other than the hardware product, in the end user's own environment. Software preinstalled by NECC or currently running on the hardware product needs to be separately verified by the end user for Y2K compliance with the software vendor(s). Because actual test results may vary due to factors such as the presence of other hardware, operating systems, software applications, or environmental factors and power supply, NECC is not responsible for test results that may be affected by any factor other than the hardware product itself. NECC makes no Y2K warranty with respect to any operating systems, device drivers, application software, options, accessories or peripherals.

The YMARK2000 test only tests the hardware's ability to support the transition to the year 2000. The test interfaces solely with BIOS interrupt 0x1A, functions 2, 3, 4 and 5. NSTL's YMARK2000 test does not examine DOS's time/date functions, and does not test the ability of operating systems or software applications to support the transition to the year 2000. NSTL makes no recommendation or endorsement of NECC or any of its products.

NSTL MAKES NO WARRANTIES OF ANY KIND WITH RESPECT TO THE YMARK2000 TEST OR NECC'S PRODUCTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NSTL MAKES NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF, OR RESULTS TO BE OBTAINED FROM, ACCESSING AND USING THE YMARK2000 TEST OR OTHER RELATED INFORMATION ON ANY WEBSITE. NEITHER NSTL NOR ITS AFFILIATES SHALL BE LIABLE TO ANY USER OR ANYONE ELSE FOR ANY INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, IN THE YMARK2000 TEST OR OTHER INFORMATION OR FOR DAMAGES RESULTING THEREFROM.

