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# **NEC PowerMate Desktop Computer**

## **3-Year Limited Warranty**

NEC Solutions (America), Inc. (“NECSAM”), warrants this hardware product against defects in material and workmanship under normal use for a period of three (3) years from the date of original purchase (as established by the date of purchase on your sales receipt) from NECSAM or an authorized NECSAM dealer.

### **WHO IS COVERED**

This warranty may be enforced by the end user purchaser. This warranty is non-transferable.

### **WHAT IS COVERED**

The warranty includes three-year coverage for all defects in material and workmanship in the NEC PowerMate desktop computer.

### **WHAT IS NOT COVERED**

1. Any hardware product that is not distributed in the U.S.A. or Canada by NECSAM or which is not purchased in the U.S.A. or Canada from NECSAM or from an authorized NECSAM dealer. Authorized NECSAM dealers can be identified by an NEC window decal. Any dealer who does not display this decal may be an unauthorized dealer. If you are not certain as to whether a dealer is authorized, please contact NECSAM at **1-800-632-4525**.
2. Any hardware 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 (such as spilled liquids or dropping), misuse, abuse, neglect, fire, water, lightning or other acts of nature, unauthorized product modification, or usage not in accordance with the NECSAM hardware product instructions.
  - b. Repair or attempted repair by someone other than NECSAM or an NECSAM authorized service provider.
4. Carrying cases, pens, external cabinets, magnetic media, or any accessories used in connection with the hardware product. (Note: A separate limited warranty for accessories/options are provided with the accessories/options.)
5. Use of parts and components not supplied by NECSAM.
6. Software products (please refer to the applicable end user license agreement).
7. Damage to or loss of any programs, data, or removable storage.

### **HOW TO OBTAIN WARRANTY SERVICE**

1. In the United States and Canada, please call NECSAM Technical Support at **1-800-632-4525**. Please have the following required information ready when making your call: Model number, serial number and date of purchase. Please be prepared to provide information to assist in diagnosing your problem over the phone.
2. If the NECSAM technician determines that you have a hardware defect and if the problem cannot be resolved over the phone, the technician will assign a call notification number. If service is needed on your hardware product, NECSAM will arrange for packaging delivery and pick up of the hardware product. (Note: If you choose your own courier, you assume the risk of loss or damage during shipping.) You must return the hardware product in a secure package (as provided by NECSAM or the original NECSAM packaging). If you need packaging, please ask the NECSAM technician.
3. Whenever warranty service is required, the original dated sales slip (or a copy) may be required as proof of warranty coverage.

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4. NECSAM may repair or replace the defective part(s) or unit with a new part(s) or unit or at NECSAM's sole option with a refurbished part or unit that is not new but has been functionally tested. Any exchanged part or unit replaced under this warranty will become the property of NECSAM.
  5. It is your responsibility prior to returning the hardware product to back up any confidential, proprietary, personal information, or data, programs, personal configuration settings or other information stored on the product ("user information") and remove any asset tags, confidential, proprietary and personal information. NECSAM will not be responsible for any damage to or loss of any "user information" stored on the product or its components in any media.

#### **LIMITATION OF LIABILITY**

NECSAM MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS HARDWARE PRODUCT. ANY IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE PERIOD OF THE EXPRESS WARRANTY SET FORTH ABOVE, AND NO WARRANTIES, WHETHER EXPRESS OR IMPLIED WILL APPLY AFTER SUCH PERIOD.

NECSAM'S SOLE LIABILITY FOR ANY DEFECTIVE HARDWARE PRODUCT IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE PRODUCT AT OUR SOLE OPTION. UNDER NO CIRCUMSTANCES WILL NECSAM BE LIABLE IN ANY WAY TO THE END-USER OR ANY THIRD PARTY FOR ANY DAMAGES IN CONNECTION WITH THE HARDWARE PRODUCT OR ITS SALE, PURCHASE OR USE, 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, DOWN-TIME, CHARGES FOR YOUR TIME AND EFFORT, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED ON BREACH OF WARRANTY, CONTRACT OR NEGLIGENCE, EVEN IF NECSAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some states or jurisdictions do not allow the limitation of how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights that may vary from state to state or jurisdiction to jurisdiction.