

3 - Y E A R 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 a period of 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”) with the following exceptions: the battery has a one-year warranty; the microprocessor, main memory and video controller chip included in the system will be free from defects in materials for an additional two (2) years (parts only), for a total of five (5) years from the date of the first consumer purchase. The end-user purchaser of this product is entitled to warranty service if repair or replacement of a defective hardware component is required on this hardware product during the warranty period. However, the end-user is responsible for any associated labor or shipping charges to NECC for repair or replacement of the microprocessor, main memory and video controller chip during years 4 and 5.

WHO IS PROTECTED

This warranty may be enforced either by the first consumer purchaser or the end-user possessing the equipment, provided that the transfer of the warranty was approved by the NECC Customer Services organization and properly registered.

WHAT IS COVERED

The warranty includes three year return-to-factory coverage for all defects in material and workmanship in the NEC Versa notebook systems. The following NEC Versa features and accessories receive a one-year warranty:

- Memory Cards (Internal Memory Expansion)
- PC Cards
- Optional Secondary Hard Disk Drives
- AC Adapter
- Port Replicator

All other accessories, unless otherwise specified on the warranty documentation shipped with the accessory, include a standard one year return-to-factory warranty. All warranties are effective from the accessory purchase date.

WHAT IS NOT COVERED

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. Authorized NECC 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 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 that do not ship with the NEC Versa Accessories warranty.
- 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 charges if not enrolled in the UltraCareSM Preferred programs.

HOW YOU CAN GET WARRANTY SERVICE

Warranty service is available at any authorized NECC service center or NECC depot repair facility. For information phone: **1-800-632-4525**.

- 1. To obtain service on your product, you must take or ship it prepaid to any authorized NECC service center.
- 2. Whenever warranty service is required, the original dated sales slip (or a copy) or a copy of the warranty transfer must be presented as proof of warranty coverage, and should be included in any return shipment of the product. Please also include in any mailing: your name, address, and a description of the problem(s).
- 3. For the name of the nearest NECC authorized service center, contact your dealer or NECC.

NOTE: All products returned to NECC for service **MUST** have prior approval; this may be obtained by calling: **1-800-632-4525**.

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.

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 OR 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 or province to province.

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.

NEC

NEC Computers Inc.

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