

Limited Warranty

NEC MobilePro PC Companions

NEC Computers Inc. ("NECC") warrants this hardware product against defects in material and workmanship under normal use for a period of one (1) year commencing on the date of original purchase and ending on the one-year anniversary of the date of purchase ("the warranty period"). Note: This warranty does not apply to the included battery. You are entitled to warranty service if repair or replacement of a defective hardware component is required on this hardware product during the warranty period. NECC will bear the costs of labor and materials for repair or replacement of defective hardware components during the warranty period. Warranty service is provided on a return-to-factory basis where you must return the NEC MobilePro PC Companion to the NECC service depot for repair or replacement. NECC will have the option of replacing any defective part with a new part or with a serviceable used part that is in good working order. NECC 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 NECC.

This warranty in the U.S. and Canada 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.

The warranty includes one-year return-to-factory coverage for all defects in material and workmanship in the base MobilePro system. There is no warranty for the battery. The purchaser of this product, or the user to whom transfer has been approved and registered by NECC, is entitled to warranty service if repair or replacement of a defective hardware component is required on this hardware product during the warranty period. If any of those parts are found to be defective, NECC will repair or replace them at no charge. Repair or replacement with a new or factory reconditioned part of equal or better performance will be done at the sole discretion of NECC.

All other MobilePro 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 option purchase date.

NECC MAKES NO OTHER EXPRESS WARRANTY WITH RESPECT TO THIS 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. Some states/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, hardware components or products purchased from anyone other than NECC; 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. NECC will pay labor and material expenses for covered items but NECC will not pay for removal or installation charges; costs of initial technical adjustments (set-up), including adjustment of user controls. For UltraCare program information, please call 1-800-632-4525. 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 the designated NECC service depot) or improper maintenance, damage caused by modifications or alterations of the hardware product or damage caused by third party peripherals. 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 NECC, are responsible for the selection, use and results obtained from the product. NECC 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. Please refer to the NECC License Agreement included with your computer for software limited warranties and software technical support information. Warranty coverage and technical support options vary for software products.

The sole remedy under this limited warranty shall be repair or replacement of defective part(s) as provided above. NECC's liability for failure to repair the hardware system to conform to the warranty after a reasonable number of attempted repairs will be limited to a replacement of the hardware system or, if NECC is unable to provide replacement and repair is not commercially practicable or cannot be timely made, 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 NECC 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 NECC 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.

IF YOU HAVE NOT ALREADY DONE SO, PLEASE REGISTER YOUR NEC MOBILEPRO PC COMPANION. A mail-in product registration card is provided. NECC encourages you to register your product within 10 days of product purchase to ensure quality service. This is not a condition for warranty service, but will assist us in providing you with warranty service, technical support for the product and information about other products.

IF SERVICE IS REQUIRED DURING THE WARRANTY PERIOD

In the United States and Canada, please call NEC Technical Support at **800-632-4525**. Please have the following required information ready when making your call: MobilePro product model number, serial number and date of purchase. The product model number and serial number may be found on a label located on the back of the hardware product.

If the NECC technician determines that you have a hardware defect and if the problem cannot be resolved over the phone, the technician will give you a Return Materials Authorization (RMA) number and arrange for courier pickup and return of your MobilePro. The NECC technician will give you complete instructions for courier pickup of the defective product. In order to receive service depot repair, you must first speak with an NECC technician and have obtained an RMA number. The technician may also provide information regarding additional service options available for a fee.

NECC's mailing address for warranty matters in the United States and Canada is 8285 West 3500 South, Magna, Utah 84044. Address warranty correspondence to the attention of Customer Service.

IMPORTANT

All components not originally installed by NECC or any unauthorized upgrade products (upgrade products other than NECC factory authorized parts) must be removed from the system before the NECC service depot will perform service. **NECC is not responsible for non-NECC components which have been left in the unit.** Such components include, but are not limited to, expansion cards and various component upgrades.

Warranty service for end-user replaceable items may be provided on an exchange basis, by mail. End-user replaceable items may include, but are not limited to, Stylus pointing devices, AC adapters, and cables. Replacement components or systems will only be shipped to you after the non-functioning components or systems have been returned to NECC. Alternately, you may secure the return of the non-functioning components or systems with a credit card at the time of the call. If they are not returned your credit card will be charged.

If it is necessary to return a defective MobilePro unit to the NECC service depot, the defective item must be securely packaged (original boxes are suggested). NECC will pay for pickup and delivery to the NECC service depot by courier service designated by NECC and for delivery from the NECC service depot to an address within the United States or Canada by courier service designated by NECC. If you require faster shipping time, you must pay for the express shipping costs. NECC will not be responsible for damage due to incorrectly packaged hardware products. A copy of your dated sales slip, the MobilePro serial number, your name address, and a detailed

description of the problem you are experiencing must be included in the package. For information regarding service either in OR out of warranty, please call: **800-632-4525**.

Repairs on systems may result in the need to reinitialize all storage memory. Reinitializing memory permanently removes any files or software programs installed there after purchase. Therefore, any original data is not retrievable. If your computer is functioning, before shipping it to the NECC service depot, you are strongly advised to copy or backup all data from your MobilePro to another computer. **NECC IS NOT RESPONSIBLE FOR ANY LOSS OR DESTRUCTION OF DATA OR MEDIA RESULTING FROM SERVICES PERFORMED HEREUNDER.**

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

Hardware warranties are extended to the first consumer purchaser or the end-user possessing the equipment, providing that the transfer of the warranty was approved by NECC as set forth above. 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, State, Provincial or Municipal 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 province to province.

The terms and conditions for obtaining warranty service during the warranty period are subject to change by NECC without notice. In addition, the terms and conditions covering services offered by NECC 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 NECC without notice. The availability of toll-free telephone lines during or after the warranty period, the types of services NECC may offer from time to time to its customers and the days and hours of operation during which NECC's technical support and customer service operations will be available, are all subject to change, without notice, at NECC's discretion.

Additional Service and Warranty Options. NECC offers warranty upgrades, service extensions and other technical support programs for its products. For information or to order any such services in the United States and Canada, please call **800-632-4525**.

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