

# The Legal Language

## Compaq Limited Warranty Statement

### DURATION OF LIMITED WARRANTY

Hardware 1 Year

Compaq warrants to you, the end-customer, that Compaq hardware, accessories, and supplies will be free from defects in materials and workmanship after the date of purchase.

If Compaq receives notice of such defects during the warranty period, Compaq will replace products that prove to be defective. Replacement parts or products may be either new or like new.

Compaq warrants to you that Compaq software will not fail to execute its programming instructions after the date of purchase, for 30 (thirty) days, due to defects in material and workmanship when properly installed and used. If Compaq receives notice of such defects during the warranty period, Compaq will replace software media, which does not execute its programming instructions due to such defects.

Compaq products may contain remanufactured parts or parts which may have been subject to incidental use. Such parts are equivalent to new in performance.

Warranty does not apply to defects resulting from (a) improper or inadequate maintenance or calibration, (b) software, interfacing, parts, or supplies not supplied by Compaq, (c) unauthorized modification or misuse, (d) computer viruses of any origin, (e) operation outside of the published environmental specifications for the product, (f) improper site preparation or maintenance, or (g) unplanned acts of nature, such as floods, tornadoes, lightning strikes, hurricanes, or earthquakes.

COMPAQ MAKES NO OTHER EXPRESS WARRANTY OR CONDITION, WHETHER WRITTEN OR ORAL, TO THE EXTENT ALLOWED BY LOCAL LAW, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED TO THE DURATION OF THE EXPRESS WARRANTY SET FORTH ABOVE. Some countries/regions, states, or provinces do not allow limitations on the duration of an implied warranty, so the above limitation or exclusion might not apply to you. This warranty gives you specific legal rights and you might also have other rights that vary from country/region to country/region, state to state, or province to province.

Compaq's limited warranty is valid in any country/region or locality where Compaq has a support presence for this product and where Compaq has marketed this product. The level of warranty service you receive may vary according to local standards. Compaq will not alter form, fit, or function of the product to make it operate in a country/region for which it was never intended to function for legal or regulatory reasons.

TO THE EXTENT ALLOWED BY LOCAL LAW, THE REMEDIES IN THIS WARRANTY STATEMENT ARE YOUR SOLE AND EXCLUSIVE REMEDIES. EXCEPT AS INDICATED ABOVE, IN NO EVENT WILL COMPAQ OR ITS SUPPLIERS BE LIABLE FOR LOSS OF DATA OR FOR DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFIT OR DATA), OR OTHER DAMAGE, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE. Some countries/regions, states, or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

The above warranty is transferable upon sale.

### Customer Responsibilities

You may be required to run Compaq-supplied diagnostic programs before a replacement component is dispatched. You are responsible for the security of your proprietary and confidential information and for maintaining a procedure external to the products for reconstruction of lost or altered files, data, or programs. You should back up all data on your system before calling the Compaq Customer Support Center. Additionally, the customer is responsible for removing any components that were added after the purchase of the system. Compaq will not be responsible for components that the customer doesn't remove.

### Obtaining Hardware Warranty Repair Service

For the duration of the hardware warranty, hardware service includes parts replacement described below. To obtain hardware warranty service, call Compaq support at 1-800-OK-COMPAQ if you purchased a Compaq Presario PC. You must be prepared to supply proof of purchase date.

### Consumer-Replaceable Parts Service

Consumer-replaceable components such as the keyboard, mouse, hard disc drive, and CD-ROM, may be serviced through expedited part shipment. In this event, Compaq will send you the component with instructions on replacement. You are responsible for installing the component.

In some cases, Compaq will ask for a credit card as collateral for the part and will charge you for the retail price of the part if the failed part is not returned within thirty (30) days.

