



Gateway, Inc. UK Product Limited Warranty Terms and Conditions

You have purchased a Gateway Product. We would like to express our gratitude for your confidence in us!

Gateway offers the following Limited Warranty in order to provide you with a quick, high class service for your Product.

1. Limited Warranty. Gateway warrants that your Product (not including software or other accessories) will be free from defects in materials and workmanship for a period of one (1) year from the date of your original purchase. Please retain your original receipt to show the date you purchased your Product. Gateway offers this Limited Warranty for Product purchased within the United Kingdom only.

2. Service. Should you experience a problem with your Product due to materials or workmanship within the period of one (1) year from the date of purchase, please call the telephone support number listed in the accompanying Product UK Service Flyer. If the problem is covered by this Limited Warranty, Gateway will repair or replace the Product or any defective part in its discretion subject to these Terms and Conditions with no charge for labour or parts. This will be Gateway's only obligation with respect to this Limited Warranty. You must return any defective or replaced Product or part within fourteen (14) days from receipt of the replacement Product or part to such location within the UK as advised by us or you will be charged for the replacement. If the Product is required to be sent back to Gateway, you will be required to properly package and post the Product. Replacement Products or parts may be new, equivalent to new or refurbished. Any Products or parts replaced shall become the property of Gateway. Gateway will likewise repair or replace any defective replacement Product or part supplied to you for the unexpired period of the original one (1) year Limited Warranty. **PLEASE NOTE: Local telephone charges for telephone support and freight charges to return the Product or any defective part to Gateway may apply.**

3. Services Not Included. **a.** Gateway's Limited Warranty does not cover and Gateway shall not be responsible for damages caused to a Product based on: (i) improper use or maintenance by you or customer induced damage; (ii) modification by unauthorized third parties; (iii) use of unauthorized parts to repair the Product; (iv) use of the Product in combination with other non-Gateway devices or equipment and not specifically authorized for such use by Gateway in writing; (v) factors beyond Gateway's control such as accident, fire or burglary; (vi) normal wear and tear; and (vii) installation of any upgrades or other options. **b.** Any services provided to solve a problem not covered by Gateway's Limited Warranty are subject to charge.

4. Liability/Exclusion of Liability. Nothing in Gateway's Limited Warranty shall have the effect of limiting or excluding Gateway's liability with respect to death, personal injury or other damages attributable to Gateway and recoverable under applicable products liability law. Subject to this, (a) Gateway will not be responsible for any consequential damages or damages based on lost profits, loss of business or inconvenience; (b) in no event shall Gateway's liability for damages exceed the amount paid by you for the Product; and (c) Gateway disclaims all other warranties, express or implied, regarding the Product including warranties of satisfactory quality or fitness for any purpose or a particular purpose.

5. Provision of Services. Gateway reserves the right to subcontract a third-party service provider to provide the services described herein.

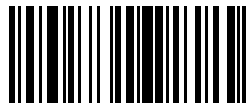
6. Customers Obligations. In order to receive the benefit of Gateway's Limited Warranty, you must provide reasonable cooperation to Gateway's employees or third party contractors.

7. Miscellaneous. **a.** Any dispute in relation to this Limited Warranty shall be dealt with only by the relevant UK court that has jurisdiction over civil dispute at the place of your habitual residence. The Limited Warranty shall be subject to English law, save where your habitual residence is in Scotland, in which case it will be subject to Scottish law. **b.** Should any paragraph of the present Limited Warranty become invalid, all other paragraphs will still remain valid. The invalid paragraph shall be replaced by a valid one that most closely approaches the commercial purpose of the invalid paragraph. **c.** The address of Gateway, Inc. for purposes of the Sale and Supply of Goods to Consumers Regulations 2002 is 7565 Irvine Center Drive, Irvine, California 92618 USA.

8. Privacy Protection. Gateway will process your personal data consistent with the Data Protection Act 1998. Gateway may share your information in accordance with that Act with its affiliates or third party contractors in order to provide the services described herein.

This Limited Warranty does not affect either your statutory rights or any other rights that cannot be limited or excluded, including any of your rights against the person from whom you purchased this Product.

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