

### **Three-Year Limited Warranty (United States Only)**

Dell Computer Corporation ("Dell") manufactures its hardware products from parts and components that are new or equivalent to new in accordance with industry-standard practices. Dell warrants that the hardware products it manufactures will be free from defects in materials and workmanship. The limited warranty term is three years beginning on the date of invoice, as further described in the following text. Damage due to shipping the products to you is covered under this limited warranty. Otherwise, this limited warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, servicing not authorized by Dell, usage not in accordance with product instructions, failure to perform required preventive maintenance, and problems caused by use of parts and components not supplied by Dell.

This limited warranty does not cover any items that are in one or more of the following categories: software; external devices (except as specifically noted); accessories or parts added to a Dell system after the system is shipped from Dell; accessories or parts added to a Dell system through Dell's system integration department; accessories or parts that are not installed in the Dell factory; or DellWare products. Monitors, keyboards, and mice that are Dell branded or that are included on Dell's standard price list are covered under this limited warranty; all other monitors, keyboards, and mice (including those sold through the DellWare program) are not covered. Product batteries for portable computers are covered only during the initial one-year period of this limited warranty.

### **Limited Warranty Coverage During Year One (United States Only)**

During the one-year period beginning on the invoice date, Dell will repair or replace products covered under this limited warranty that are returned to Dell's facility. To request limited warranty service, you must contact Dell's Customer Technical Support within the limited warranty period. Refer to the chapter titled "Getting Help" or "Contacting Dell" in your documentation to find the appropriate telephone number for obtaining customer assistance. If limited warranty service is required, Dell will issue a Return Material Authorization Number. You must ship the products back to Dell in their original or equivalent packaging, prepay shipping charges, and insure the shipment or accept the risk of loss or damage during shipment. Dell will ship the repaired or replacement products to you freight prepaid if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect.

*NOTE: Before you ship the product(s) to Dell, back up the data on the hard-disk drive(s) and any other storage device(s) in the product(s). Remove any removable media, such as diskettes, CDs, or PC Cards. Dell does not accept liability for lost data or software.*

Dell owns all parts removed from repaired products. Dell uses new and reconditioned parts made by various manufacturers in performing limited warranty repairs and building replacement products. If Dell repairs or replaces a product, its limited warranty term is not extended.

### **Limited Warranty Coverage During Years Two and Three (United States Only)**

During the second and third years of this limited warranty, Dell will provide, on an exchange basis and subject to Dell's Exchange Policy in effect on the date of the exchange, replacement parts for the Dell hardware product(s) covered under this limited warranty when a part requires replacement. You must report each instance of hardware failure to Dell's Customer Technical Support in advance to obtain Dell's concurrence that a part should be replaced and to have Dell ship the replacement part. Dell will ship parts (freight prepaid) if you use an address in the continental United States, where applicable. Shipments to other locations will be made freight collect. Dell will include a prepaid shipping container with each replacement part for your use in returning the replaced part to Dell. Replacement parts are new or reconditioned. Dell may provide replacement parts made by various manufacturers when supplying parts to you. The limited warranty term for a replacement part is the remainder of the limited warranty term. You will pay Dell for replacement parts when the replaced part is not returned to Dell. The process for returning replaced parts, and your obligation to pay for replacement parts if you do not return the replaced parts to Dell, will be in accordance with Dell's Exchange Policy in effect on the date of the exchange. You will pay Dell for replacement parts when the replaced part is not returned to Dell. If Dell elects to exchange a system or component, the exchange will be made accordance with Dell's Exchange Policy in effect on the date of the exchange. In any instance in which Dell issues a Return Material Authorization Number, Dell must receive the product(s) for repair prior to the expiration of the limited warranty period in order for the repairs to be covered by the limited warranty.

You accept full responsibility for your software and data. Dell is not required to advise or remind you of appropriate backup and other procedures.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE (OR JURISDICTION TO JURISDICTION. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR AND REPLACEMENT AS SET FORTH IN THIS LIMITED WARRANTY STATEMENT. ALL EXPRESS AND IMPLIED WARRANTIES FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LIMITED 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 LIMITATION MAY NOT APPLY TO YOU. DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY STATEMENT OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST DATA OR SOFTWARE. SOME STATES (OR JURISDICTIONS) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

These provisions apply to Dell's three-year limited warranty only. For provisions of any on-site service contract covering your system, refer to the separate on-site service contract that you will receive.