

Samsung Mobile Computer Limited Warranty

LIMITED WARRANTY TO ORIGINAL PURCHASER

LIMITED WARRANTY COVERAGE

This Samsung branded Mobile Computer product, as supplied and distributed by Samsung Electronics America, Inc. ("Samsung") and delivered new, in the original carton to the original end-user purchaser ("you" or "purchaser"), is warranted by Samsung against manufacturing defects in materials and workmanship. Please note that some states do not allow time limitations on implied warranties.

This limited warranty begins on the original date of purchase and continues through the Limited Warranty Period and is valid only on Samsung products purchased from Samsung or a Samsung authorized reseller and used in the fifty (50) United States and the District of Columbia (unless you enter into a separate written agreement with Samsung). Since no end-user purchase takes place, this limited warranty does not apply to a party who rents or leases a Samsung brand product, and such a party must contact its rental or leasing company to determine whether warranty coverage is applicable.

If the product is found to be defective as a result of manufacturing defects in materials and workmanship during the Limited Warranty Period, Samsung will, at its sole option, (1) repair or replace the product, at no charge as stipulated herein, with new or reconditioned parts or a functionally equivalent product, (2) for user-installable parts, require you to repair the product with new or reconditioned parts provided at no charge, or (3) provide a refund of the purchase price of the product, LESS THE PRODUCT'S DEPRECIATED VALUE, only if Samsung is unable to replace the product or repair it in accordance with applicable law.

All replaced parts and products, and products for which a refund is provided, become the property of Samsung and must be returned to Samsung free of any third-party ownership claims within thirty (30) days after you receive the replacement parts or products (or refund, if applicable). Samsung may require your credit card information prior to providing replacement parts or products (or refund, if applicable) and will charge you for the replacement parts or products (or product for which a refund is provided) if you fail to return them within such time. Replacement parts and products will be new or serviceably used, comparable in function and performance to the original parts, and warranted for the remainder of the original warranty period or, if longer, ninety (90) days after they are shipped to you.

OBTAINING WARRANTY SERVICE

To receive warranty service, you must (1) first follow the procedures outlined below, in the product manual and in online help resources, and (2) if these procedures do not resolve the problem, contact Samsung at the number provided below for problem determination and service procedures. Warranty service can only be performed by a Samsung authorized service center, except that such a center need not be used for the installation of replacement parts at your expense in the event that a warranty labor coverage period has expired but a warranty parts coverage period remains in effect. Samsung will not reimburse for any service performed by others. The original dated bill of sale, or a substitute proof of purchase acceptable at Samsung's sole option in accordance with applicable law, must be presented upon request as proof of purchase to Samsung or Samsung's authorized service center.

If limited warranty service is required, Samsung will issue an authorization number. Samsung will not accept returns without this authorization number. If return of the product is required, you must ship the product to the specified Samsung authorized service center in its original or equivalent packaging. Samsung will ship the repaired or replaced product to you if the address is located in the United States.

You are responsible for backing-up all system and applications software and data and disabling any security passwords before services are performed, removing any data before parts or products are returned, and for reinstalling all software, data and passwords. SAMSUNG SHALL NOT BE LIABLE FOR

THE LOSS OR DESTRUCTION OF DATA OR MEDIA RESULTING FROM THE USE OR SERVICE OF THIS PRODUCT, WHETHER DUE TO VIRUS ISSUES OR OTHERWISE, OR ANY FAILURE TO SECURE ALL PROGRAMS AND DATA CONTAINED IN OR AFFECTED BY THE PRODUCT OR TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT.

LIMITATIONS AND EXCLUSIONS

Samsung does not warrant uninterrupted or error-free operation of the product. Product performance is affected by system configuration, software, applications, your data and operator control of the system, among other factors. Though the product is considered to be compatible with many systems, it is your responsibility to determine compatibility and integration with other products or systems.

This limited warranty applies only to hardware products manufactured by or for Samsung that can be identified by the "Samsung" trademark, trade name or logo affixed to them. It does not apply to non-Samsung hardware products or any software, even if packaged or sold with Samsung hardware. Manufacturers, suppliers or publishers, other than Samsung, may provide their own warranties to you, but Samsung, to the extent permitted by law, provides such third-party products "as is." If applicable, software distributed by Samsung with or without the Samsung brand name (including but not limited to system software) is not covered under this limited warranty. Please refer to any licensing agreement accompanying the software for details of any purchaser rights with respect to its use.

This limited warranty covers manufacturing defects in materials and workmanship encountered in normal, reasonable, and except to the extent otherwise expressly provided for in this statement, noncommercial use of this product, And Shall Not Apply To The Following Type Of Exclusions:

- ? damage which occurs in shipment, delivery and installation;
- ? applications and uses for which this product was not intended;
- ? altered product or serial numbers;
- ? cosmetic damage, such as to the exterior finish;
- ? damage (not resulting from defects in materials and workmanship) which occurs in your possession or that of other third parties, including due to accidents, opening of the product case or cabinet, abuse, neglect, fire, water, lightning or other acts of nature;
- ? use of products, equipment, systems, utilities, services, parts supplies, accessories, applications, installations, repairs, external wiring or connectors not supplied or authorized by Samsung;
- ? incorrect electrical line voltage, fluctuations and surges;
- ? adjustments and failure to follow operating instructions, instructions for installing a user-installable part, or cleaning, maintenance and environmental instructions that are covered and prescribed in the instruction book, including incorrect installation of hardware or software;
- ? reception or display problems and distortion related to noise, echo, interference or other signal transmission and delivery problems;
- ? burned-in images resulting from viewing an image on the display screen for an extended period of time; and
- ? minor imperfections within design specifications or that do not materially alter functionality.

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE LISTED AND DESCRIBED ABOVE. NO WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY AFTER THE EXPRESS WARRANTY PERIODS STATED ABOVE. NO OTHER

EXPRESS WARRANTY OR GUARANTY GIVEN BY ANY PERSON, FIRM OR CORPORATION WITH RESPECT TO THIS PRODUCT SHALL BE BINDING ON SAMSUNG, SAMSUNG UNDERTAKES NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT, AND ASSUMES NO RESPONSIBILITY THAT THE PRODUCT WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCT, EXCEPT AS OTHERWISE PROVIDED IN THIS LIMITED WARRANTY OR IN APPLICABLE LAW.

SAMSUNG SHALL NOT BE LIABLE FOR LOSS OF REVENUE OR PROFITS, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, OR ANY OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SAMSUNG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO RECOVERY OF ANY KIND AGAINST SAMSUNG SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SAMSUNG AND CAUSING THE ALLEGED DAMAGE.

WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK AND LIABILITY FOR LOSS, DAMAGE OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF THE USE, MISUSE OR INABILITY TO USE THE PRODUCT NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SAMSUNG. THIS LIMITED WARRANTY SHALL NOT EXTEND TO ANYONE OTHER THAN THE ORIGINAL PURCHASER OF THIS PRODUCT, IS NONTRANSFERABLE AND STATES YOUR EXCLUSIVE REMEDY.

If there is any inconsistency between this Limited Warranty to Original Purchaser and any other agreement or statement included with or relating to the Samsung products or services, this limited warranty shall govern. If any provision of this limited warranty is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary to make it enforceable and the remainder of the limited warranty shall remain valid and enforceable according to its terms.

CONSUMER PROTECTION AND OTHER LAWS MAY APPLY

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. Some states may provide for additional warranty rights and remedies, and the provisions contained in this limited warranty are not intended to limit, modify, take away from, disclaim or exclude any mandatory warranty requirements provided by states, including certain implied warranties. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

CONTACTING SAMSUNG

To obtain warranty service for your product, please choose one of the following:

Call Samsung at: 1-800-SAMSUNG (726-7864)

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.