

**Emachines Certified Recondition Product
Limited Product Warranty**

A. Limited Warranty

Seneca Data Distributors, Inc. ("Seneca Data") warrants the Product you have purchased from Seneca Data or from an Emachines Authorized Reseller in the United States to be free from defects in materials or workmanship under normal use during the Warranty period of 90 days. The Warranty period commences on the date of purchase. Your original purchase invoice (sales receipt), showing the date of purchase of the Product, is your proof of the date of purchase. This Warranty extends only to you, the original Purchaser. It is not transferable to anyone who subsequently purchases, leases, or otherwise obtains the Product from you. It excludes expendable parts. During the warranty period, Seneca Data will, at no additional charge, repair or replace defective hardware with factory-refinished parts or products. In the event the Product exhibits a defect in material or workmanship within the Warranty period, Seneca Data will provide the Warranty services applicable to the Product. If the Product fails to comply with the Limited Warranty set forth herein, the sole and exclusive remedy of the Purchaser shall be the repair of the defective Products. Repairs or replacements may be performed using factory-refinished parts or Products. All exchanged parts and Products replaced under this warranty will become the property of Seneca Data. In the event that Seneca Data is unable to repair the Products, Seneca Data will replace the defective Products with the same or comparable products. Defective Products must be returned by the Purchaser to Seneca Data for repair or replacement. This Limited Warranty does not provide repair services or any other services at the Purchaser's place of business or any other place other than at Seneca Data's facilities.

B. Warranty Limitations; Exclusions; Exclusive Remedies

This Limited Warranty does not extend to any Product not purchased from Seneca Data. This Limited Warranty also does not extend to any Product that has been damaged or rendered defective (a) as a result of use of the Product other than for its normal intended use, failure to use the Product in accordance with the User's Manual that accompanies the Product, or other misuse, abuse, or negligence to the Product; (b) by the use of parts not manufactured or sold by Seneca Data; (c) by modification of the Product; (d) as a result of service by anyone other than Seneca Data or an Emachines Authorized Service Provider; or (e) improper transportation or packing when returning the Product to Seneca Data; (f) improper installation of third-party products (e.g. memory cards). This Limited Warranty does not extend to expendable parts. Expendable parts are those items that are not specifically invoiced or that during the normal course of product usage will require periodic replacement, consumable items, (e.g., batteries, AC power adapters, plastic parts, etc.)

Regarding Emachines-supplied software that accompanies the Product, it is your responsibility to back up all software supplied on the hard drive. This software is provided "As Is" and Seneca Data disclaims any and all warranties, expressed or implied, including but not limited to any implied warranty of non-infringement of third-party rights, merchantability or fitness for a particular purpose. Seneca Data does not warrant that the operation of this software will be uninterrupted or error-free, or that this software will meet your requirements. You assume both the risk as to the quality and performance of this software and the cost of repair or service to remedy software defects.

EXCEPT FOR THE WARRANTIES SET FORTH HEREIN, SENECA DATA DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY APPLICABLE LAW ARE LIMITED TO THE TERM OF THIS WARRANTY. IN NO EVENT SHALL SENECA DATA BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, PROFITS, DATA OR USE, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRODUCT OR ANY SENECA DATA-SUPPLIED SOFTWARE THAT ACCOMPANIES THE PRODUCT, EVEN IF SENECA DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, YOU AGREE THAT REPAIR, AND (UPON AVAILABILITY) REPLACEMENT, AS APPLICABLE, UNDER THE WARRANTY SERVICES DESCRIBED HEREIN IS YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF THE SENECA DATA LIMITED WARRANTY SET FORTH HEREIN.

Add-on Components (HDD, CD-ROM, Sound cards, etc.) purchased from Seneca Data and not installed in an Emachines system are covered by a limited warranty as defined on the Warranty Card which comes with the component. For components purchased from Seneca Data and installed in an Emachines system which are defined as "Supported" on Emachines's Qualified Vendor List, Seneca Data will provide warranty technical support and part replacement service for the duration of the system warranty. The warranty service provided on these supported components will be equal to the warranty service in effect on the system on which the components are installed. Proof of purchase from Seneca Data for all the components is required. You may verify what components are defined as "supported" on the Emachines qualified Vendor List by contacting your Seneca Data Authorized Reseller or Distributor or by calling Seneca Data Technical Support.

Seneca Data is not responsible for damage to or loss of any programs, data, or removable storage media. You are responsible for saving (backing up) any programs, data or removable storage media.

Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages for consumer products, and some states and provinces do not allow limitations on how long an implied warranty lasts. In such states and provinces, the exclusions or limitations of this Limited Warranty may not apply to you. This Limited Warranty gives you specific legal rights. You may also have other rights that vary from state to state. You are advised to consult applicable state and provincial laws for a full determination of your rights.

C. Obtaining Carry-In or Mail-In Warranty Repair Service

If you are located in and also purchased Product that is covered by Carry-In or Mail-In warranty service in the United States (fifty (50) states and District of Columbia), you are entitled to Carry-In or Mail-In service during the Warranty period subject to the following terms and conditions:

1. Before calling Seneca Data Technical Support, please run the hardware diagnostics. This will help us provide you with better quality support.
2. If you are unable to resolve your issue, you may call our toll free support number at 1-866-243-1450.
3. If a repair is necessary our support team will advise you to complete a Return Merchandise Authorization (RMA request) and provide instructions on where to send your product for repair. You must follow all RMA policies and procedures. You must prepay any shipping charges, export taxes, custom duties and taxes or any other charges associated with transportation of the Product. In addition, you are responsible for insuring any Product shipped or returned. You assume the risk of loss during shipment.
4. Use the original shipping and packing materials and include a description of the Product symptom. The RMA Number must be placed on the exterior shipping container.
5. You must provide Seneca Data with valid proof of purchase.

All product warranties and warranty options shall be governed exclusively by the laws of the State of New York exclusive of its choice of law provisions. Service options are subject to change without notice.