

## GATEWAY STANDARD TERMS OF SALE

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "purchase") from Gateway, Inc. or any of its subsidiaries or affiliates ("Gateway"), unless you enter into a separate written agreement with Gateway. **THIS AGREEMENT APPLIES TO YOUR PURCHASE UNLESS YOU NOTIFY GATEWAY IN WRITING THAT YOU DO NOT AGREE TO THIS AGREEMENT WITHIN 15 DAYS AFTER YOU RECEIVE THIS AGREEMENT AND YOU RETURN YOUR PRODUCT OR CANCEL SERVICES UNDER GATEWAY'S REFUND POLICY. THIS AGREEMENT INCORPORATES THE GATEWAY LIMITED WARRANTY AGREEMENT BY REFERENCE.**

**Payment Terms.** Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. You are responsible for paying all taxes associated with your order. Gateway may change prices without notice to you before Gateway enters your order and may modify and substitute products and components without notice to you prior to shipping. Payment is due at the time stated in your invoice or when product is shipped unless Gateway has extended credit to you. Amounts not paid when due bear interest at the rate of 1.5% per month (18% per annum) or the highest rate allowed under applicable law, whichever is lower. If you financed your purchase, the loan or lease transaction is between you and your lender, independent of your purchase from Gateway, except that Gateway may, at the request of your lender, withhold technical and warranty support and other services from you.

**Shipping and Title.** Gateway will arrange to ship products to you. Title and risk of loss to products pass to you when Gateway's designated shipper delivers products to the address you specify. Title to software remains with the licensor of the software. Your use of software is subject to license agreements applicable to the software. You must notify Gateway of damaged or missing items from your order within 30 days after you receive your product.

**Return Policy.** You may return most new products and cancel unused services within 15 days after you receive your product or are invoiced for services, except that E Series systems, server products and big screen (42" or larger) display products may be returned within 30 days after you receive your product. To return products and cancel services you must follow Gateway's return procedures, including obtaining a return merchandise authorization (RMA) kit and returning products within 7 days after you receive an RMA kit. Gateway will refund the original purchase price of products, unperformed services and related sales taxes. SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE NOT REFUNDABLE. YOU ARE RESPONSIBLE FOR PRODUCTS UNTIL GATEWAY RECEIVES THEM. YOU WILL BE CHARGED SHIPPING AND HANDLING OR A 15% RESTOCKING FEE TO RETURN PRODUCTS. Returned products must be in the same condition as you received them. You must return all pre-loaded software with the product to obtain a refund for the product, and you may only return pre-loaded software if you choose to return the product. You may return other software only if the package has not been opened. THIS RETURN POLICY IS NOT A WARRANTY. NOTE: Gateway will not accept for return any products you purchased from a Reseller. Additional restrictions may apply on certain products, including a reduced return period for used products.

Please visit our web site at [www.gateway.com](http://www.gateway.com) for more information.

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