

GATEWAY STANDARD TERMS OF SALE

This Agreement applies to any order, purchase, receipt, delivery or use of any products and services (collectively, "Products") directly 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 RETURN POLICY. THIS AGREEMENT INCORPORATES THE GATEWAY LIMITED WARRANTY AGREEMENT BY REFERENCE. THIS AGREEMENT CONTAINS A DISPUTE RESOLUTION CLAUSE. PLEASE SEE SECTION 6 BELOW.

1. Limited Warranty. Please refer to the Gateway Limited Warranty Agreement, located at www.gateway.com/warranty, for the terms of your limited warranty.

2. Service and Support. Service offerings may vary from Product to Product. If you purchased an extended service plan, such as the Gateway Extended Service Plan, please refer to the service plan for the coverage, duration and terms of service. Services may be performed by third parties. Extended service plans are provided by a third party and not by Gateway.

3. Acceptance and Payment Terms. Advertised prices are in U.S. dollars and exclude shipping, handling and taxes unless otherwise noted. Orders are deemed accepted only when fulfilled. 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.

4. 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 agree that you will be bound by such license agreement. You must notify Gateway of damaged or missing items from your order within fifteen (15) days after you receive your Product.

5. Return Policy. You may return Products and cancel unused services within 15 days after you receive your Products or are invoiced for services. Additionally, any E-Series Products may be returned within 30 days after receipt and Server Products may be returned within 90 days after receipt.

Once you notify Gateway of your intention to return Products or cancel services you will be advised of Gateway's return procedures. You must return Products within 7 days after you have received all authorization and return materials from Gateway. Gateway will refund the original purchase price of Products and unperformed services (including related sales taxes), subject to the provisions below.

ORIGINAL SHIPPING & HANDLING, DELIVERY AND SIMILAR FEES (INCLUDING RELATED SALES TAXES) ARE CONSIDERED SERVICES ALREADY CONSUMED AND ARE THEREFORE NOT REFUNDABLE.

YOU ARE RESPONSIBLE FOR PROPERLY PACKAGING PRODUCTS TO BE RETURNED AND FOR DELIVERING THE PRODUCTS TO THE COMMON CARRIER DESIGNATED BY GATEWAY. **YOU ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR PRODUCT DURING RETURN SHIPMENT.**

YOU MAY BE CHARGED A 15% RESTOCKING FEE TO RETURN PRODUCTS.

Returned Products must be in the same condition as you received them. A fee may be charged for any product returned without original packaging, missing parts or manuals, or otherwise not in like-new saleable condition. 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. 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 for more information.

6. Dispute Resolution. You and Gateway agree that any Dispute between you and Gateway will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. You and Gateway will agree on another arbitration forum if NAF ceases operations. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between you and Gateway. The arbitration, or any portion of it, will not be consolidated with any other arbitration and will not be conducted on a class-wide or class action basis. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person whichever method of presentation you choose. If you prevail in the arbitration of any Dispute with Gateway, Gateway will reimburse you for any fees you paid to NAF in connection with the arbitration.

Any decision rendered in such arbitration proceedings will be final and binding on the parties, and judgment may be entered thereon in any court of competent jurisdiction.

Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorneys' fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a class-wide or class-action basis, and that you have expressly and knowingly waived those rights and agreed to resolve any Disputes through binding arbitration in accordance with the provisions of this paragraph.** This arbitration provision shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this provision, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, (ii) the related order for, purchase, delivery, receipt or use of any Product or service from Gateway, or (iii) any other dispute arising out of or relating to the relationship between you and Gateway; the term "Gateway" means Gateway, Inc, its parents, subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents, assigns, component suppliers (both hardware and software), and/ or any third party who provides Products or services purchased from or distributed by Gateway; and the term "you" means you, or those in privity with you, such as family members or beneficiaries. Information may be obtained from the NAF on line at www.arbforum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

THIS AGREEMENT AND ANY SALES THERE UNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH DAKOTA, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

7. Privacy Notice. You can review Gateway's Privacy Policy on our web site, located at www.gateway.com/privacy. Gateway will maintain and use your customer information in accordance with its Privacy Policy.

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