

LIMITED WARRANTY

HARDWARE: Palm, Inc. (“Palm”) warrants to the original end user (“Customer”) that new Palm branded products will be free from defects in workmanship and materials, under normal use, for one (1) year (two (2) years in the European Union if you are an individual consumer) from the original purchase date. Palm warrants refurbished Palm products, marked and sold as such, for ninety (90) days (two (2) years in the European Union if you are an individual consumer) from the original purchase date.

SOFTWARE: Palm warrants to Customer that the Palm Desktop organizer software, the Palm OS[®] software and any Palm branded software will perform in substantial conformance to their program specifications for a period of ninety (90) days from the date of original purchase or two (2) years from the date of original purchase if purchased in any European Union country. Palm warrants the media containing software against failure during the warranty period. Palm makes no warranty or representation that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected.

EXCLUSIONS

This warranty excludes (1) physical damage to the surface of the product, including cracks or scratches on the lcd touchscreen or outside casing; (2) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to open, repair, or modify the product, or any other cause beyond the range of the intended use; (3) damage caused by accident, fire, power changes, other hazards, or acts of God; or (4) use of the product with any non- Palm device or service if such device or service causes the problem.

Any third party products, including software, included with Palm products are not covered by this Palm warranty and Palm makes no representations or warranties on behalf of such third parties. Any warranty on such products is from the supplier or licensor of the product.

EXCLUSIVE REMEDIES

Should a covered defect occur during the warranty period and you notify Palm, your sole and exclusive remedy shall be, at Palm’s sole option and expense, to repair or replace the product or software. If Palm cannot reasonably repair nor replace then Palm may, in its sole discretion, refund the purchase price paid for the product. Replacement products or parts may be new or reconditioned or comparable versions of the defective item. Palm warrants any replaced or repaired product, part, or software for a period of ninety (90) days from shipment, or through the end of the original warranty, whichever is longer.

OBTAINING WARRANTY SERVICE: Customer must contact a Palm Technical Support or Customer Service center within the applicable warranty period to obtain warranty service authorization. To obtain the number in your area refer to Palm’s web site at www.Palm.com/support. Dated proof of original purchase will be required. Products or parts shipped by Customer to Palm must be sent postage-paid and packaged appropriately for safe shipment. Palm is not responsible for Customer products received without a warranty service authorization and may be rejected. Repaired or replacement products will be shipped to Customer at Palm’s expense. All products or parts that are replaced become the property

of Palm. Palm shall not be responsible for Customer's software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to Palm for repair, whether under warranty or not. The repair and replacement process for products or parts in locations outside of the United States will vary depending on Customer's location.

WARRANTIES EXCLUSIVE: THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, CORRESPONDENCE WITH DESCRIPTION, SATISFACTORY QUALITY AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY PALM AND ITS SUPPLIERS.

LIMITATION OF LIABILITY: NEITHER PALM NOR ITS SUPPLIERS SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, LOSS OF INFORMATION OR DATA, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF PALM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS LIMITED WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. PALM'S ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT PALM'S OPTION.

DISCLAIMER: Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages so the above limitations and exclusions may be limited in their application to you. When implied warranties may not be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights; you may have other rights that may vary depending on local law. Your statutory rights are not affected.

GOVERNING LAW: This Limited Warranty shall be governed by the laws of the State of California, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

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July 14, 2005

PN: 406-10458-00