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5. WARRANTY.

(a) Gateway warrants that for a period of 90 days from the date of the first distribution of the Software Product to an End-User that the media on which the Software Product are recorded will be free from defects in materials and workmanship under normal use. If the media fails to conform to this warranty You may as Your sole and exclusive remedy, obtain (at our option) either a replacement free of charge or a full refund of the amount You paid for the Software Product if You return the defective media to Gateway within 95 days of Your purchase together with a dated proof of purchase;

(b) If the End-User is a natural person who when this Agreement is formed is acting for purposes which are outside his or her trade, business or profession, Gateway warrants that for a period of 90 days from the date of the first distribution of the Software Product to an End-User that the copy of the Software Product will materially conform to the documentation that accompanies the Software Product. If the Software Product fails to operate in accordance with this warranty, such an End-User may, as his or her sole and exclusive remedy under this warranty, return the Software Product and the documentation to us or to his/her supplier within 95 days of his/her purchase along with dated proof of purchase specifying the problem and we will provide him/her either with a new version of the Software Product or a full refund of the amount he/she paid for the Software Product (at our option).

(c) The above warranties do not cover damages to the media caused by accident, abuse or misapplication, including without limitation where there has been any modification or variation or addition to the Software Product not performed by Gateway or use of the Software Product with equipment or other software which is incompatible. Any replacement of the Software Product under this warranty will be warranted as set forth above for the remainder of the original 90-day warranty period or for 30 days from Your receipt of such replacement of the Software Product, whichever is longer.

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(a) NEITHER GATEWAY, ITS SUPPLIERS NOR ITS LICENSORS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE IN ANY OF THE FOLLOWING CIRCUMSTANCES: (A) WHERE THERE IS NO BREACH OF A LEGAL DUTY OF CARE OWED TO YOU BY US; (B) WHERE SUCH LOSS OR DAMAGE IS NOT REASONABLY FORESEEABLE TO BOTH GATEWAY AND THE END-USER WHEN THIS AGREEMENT IS FORMED; AND (C) WHERE THE LOSS RELATES TO ANY BUSINESS OF THE END-USER SUCH AS LOST DATA, LOST PROFITS OR BUSINESS INTERRUPTION. GATEWAY SHALL ALSO NOT BE LIABLE FOR ANY INCREASE IN LOSS OR DAMAGE RESULTING FROM BREACH BY YOU OF ANY TERM IN THIS AGREEMENT.

(b) THIS SUB-PARAGRAPH 6.2 DOES NOT APPLY TO END-USERS WHO ARE NATURAL PERSONS WHO ARE ACTING FOR PURPOSES WHICH ARE OUTSIDE THEIR TRADE, BUSINESS OR PROFESSION. Gateway, its suppliers and licensors hereby disclaim all warranties, express and implied, whether by statute or otherwise, in connection with the Software Product and any accompanying documentation, including without limitation any warranties of satisfactory quality, non-infringement of third-party rights, and fitness for a particular purpose. Neither Gateway, its suppliers nor its licensors shall be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Software Product, user documentation or related technical support, including without limitation, damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages. In no event will Gateway, its suppliers' or licensors' liability exceed the amount paid by You for the Software Product.

(c) Nothing in this Agreement shall exclude or limit (i) any liability arising under Part 1 of the Consumer Protection 1987; (ii) any liability for death or personal injury caused by Gateway's negligence; (iii) any liability for fraud; or (iv) any other liability that by law may not be excluded.

7. MISCELLANEOUS.

(a) This Agreement shall be governed by the laws of England and Wales and any dispute in relation to this Agreement shall be dealt with only by the relevant UK court that has jurisdiction over civil disputes at the place of Your habitual residence, provided that if Your place of habitual residence is in Scotland this Agreement shall be governed by Scottish law. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

(b) No term of this Agreement is intended to confer a benefit on, or be enforceable by, any person who is not a party to this Agreement under the Contracts (Rights of Third Parties) Act 1999.

(c) This Agreement sets forth all the rights for the End-User of the Software Product and is the entire agreement between the parties in relation to the subject matter hereof. This Agreement supersedes any other communications with respect to the Software Product and any associated documentation provided that nothing herein shall be construed so as to exclude liability for fraud.

(d) This Agreement may not be modified except by a written addendum issued by a duly authorized representative of Gateway. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed or a duly authorized representative of Gateway.

(e) If any provision of this Agreement is found to be invalid or unenforceable it shall be deemed deleted and the remainder of this Agreement shall continue in full force and effect.

IN ADDITION TO THE WARRANTIES SET OUT ABOVE, CONSUMERS MAY HAVE RIGHTS UNDER APPLICABLE STATUTES INCLUDING THE CONSUMER PROTECTION ACT 1987. NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT A CONSUMER'S STATUTORY RIGHTS.

