

## Terms and Conditions

THIS AGREEMENT GOVERNS YOUR PURCHASE OF PRODUCTS FROM SONY ELECTRONICS INC. ("Sony"). PLEASE READ IT CAREFULLY. NO OTHER TERMS APPLY. BY SUBMITTING YOUR ORDER YOU ARE AGREEING TO THESE TERMS.

### Definitions:

"Product" shall mean any item offered for sale or licensing on the sonystyle.com Web site or Sony's direct sales materials (ads, catalogs, specifications sheets etc.), including but not limited to hardware devices, software, accessories, configurations of hardware and software, CDs and DVDs, and documentation.

"Gift Card" shall mean the Sony Style or Cierge Gift Card.

### Entire Agreement:

The terms and conditions herein may NOT be altered, supplemented, or amended by the use of any additional document(s) that purport to be an agreement of the parties. Any attempt to supplement or amend these terms and conditions or to enter an order for Product(s) which is subject to additional or altered terms and conditions shall be null and void.

### Orders/ Acceptance by Sony/Acceptance of This Agreement by You:

All orders of Products placed by you with Sony are non-cancelable and shall be subject to acceptance by Sony. Sony reserves the right to reject any order you place with us, and/or to limit the quantities on any order. Notwithstanding any order confirmation or other communications sent by Sony, your order shall not be deemed accepted by Sony until Sony's shipment of the products ordered. Your submission of your order shall constitute your full acceptance of these terms and conditions. IF YOU DO NOT ACCEPT THESE TERMS, PLEASE DO NOT SUBMIT AN ORDER.

### Limited Warranties:

With respect to Sony branded Products, Sony makes no warranties except those stated in the Sony limited warranty cards included with the Products, or, in the case of optional extended warranties issued by Sony, such extended warranty documentation. With respect to third party (i.e., non-Sony branded) Products, such Products are sold by Sony AS IS. However the third party manufacturer or supplier of these Products may offer its own warranties, and you agree to look solely to such manufacturer or supplier for any warranty related claims. SONY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT.

### Software License Terms:

All software (including pre-loaded software contained in hardware) is provided subject to such software's user license agreement. You agree that you will be bound to such agreement.

### Payment Terms; Price Confirmation/Billing Errors:

Unless otherwise indicated, the purchase price of Products will be billed in full at the time of Product shipment. Sony will charge credit cards upon shipment. Sony accepts Mastercard, Visa, American Express and Discover. Sony does not accept cash, COD, purchase orders, personal checks or the Sony Preferred Card unless specific arrangements have been made for business sales. Sony payment terms are subject to change without notice at Sony's sole discretion. For web orders, we confirm the price of a Product as part of our order processing procedures. In the unlikely event that a price stated on a Sony Web site or direct sales materials are incorrect, then the following applies: If a Product's correct price is lower than our stated price, we charge the lower price and ship you the Product. If a Product's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We reserve the right to correct the balance of your Gift Card if we believe a clerical, billing or accounting error occurred. Sony shall not be liable for any billing errors unless you advise us of such billing error within sixty (60) days of its transaction date. Sony further accepts the Sony Gift Card and up to 10 Gift Cards can be used for payment.

### Products:

Sony continually updates and revises Products. Sony may revise and/or discontinue Products at any time. Changes in products shipped and products described on Sony websites and/or direct sales materials are possible. Sony Products are new unless specified as refurbished.

### Gift Cards:

Your Gift Card is issued by Sony and has no expiration date. The Gift Card must be activated prior to its initial use and presented at time of purchase. The value loaded on your Gift Card is a pre-payment only for the purchase of Products and services from sonystyle.com, SonyStyle stores and Sony Factory Outlet stores. No credit card, credit line, over draft protection or deposit account is associated with the Gift Card. The Gift Card may not be returned, redeemed or exchanged for cash, or used as payment on any Sony account except where required by law. No interest, dividends or any other earnings on funds deposited to a Gift Card will accrue or be paid or credited to you by Sony. The value associated with the Gift Card is not insured by the Federal Deposit Insurance Corporation. The Gift Card will not be replaced if lost or stolen and Sony will not be responsible for any unauthorized transaction on the Gift Card. Up to 10 Gift Cards may be used as payment for your purchase.

### Coupons & Promotional Codes:

You may not use coupons or promotional codes toward the purchase of gift cards, refurbished or open-box returned product, shipping & handling or sales tax. Additionally, coupons and promotional codes may not be used in the purchase of any of the following products:

- Alpha DSLR camera body, ALPHA camera kits, Alpha lenses and Alpha flashes
- OLED TVs
- ES Products
- Front Projectors, Model VPL-W60 and VPL-W200
- XBR Models 7 and 8 (Fall Introduction)

Coupons and promotional codes are non-transferable, may only be used once and may not be redeemed for cash or credit. Coupons must be surrendered at time of redemption at Sony Style stores, and unique coupon codes must be provided at time of redemption through sonystyle.com and Sony Style telesales. Coupon and promotional code offers are void where prohibited, taxed or restricted by law. Lost coupons and promotional codes cannot be replaced. Coupon and promotional code offers are valid only in the United States, excluding territories. If you have questions regarding a coupon or promotional code, please call 1-888-900-9872. Coupon/promotional code programs may be terminated or modified by Sony at any time in its sole discretion.

### Engraving:

Please make sure your spelling is correct as shown. **Engraved product cannot be returned.** The 30-day return period does not apply to engraved products. These products MAY NOT be returned for refund or exchange unless they contain defects in materials or workmanship or are otherwise returnable under applicable warranty provisions. Sony's limited warranty does not cover replacement of engraving. In the event your engraved product receives service under Sony's limited warranty or any extended service plan offered by a third party, use of necessary replacement parts may eliminate the engraving on the product.

### Return Policy:

Sony's return policy allows for Products purchased directly from Sony and shipped to locations in the United States to be returned by you after obtaining a Sony return authorization number (RMA) during the 30 day period following date of shipment by Sony for a refund of purchase price actually paid. Games, game hardware, Gift Cards, and Engraved Products are non-returnable items. We will not issue a refund on any CD, DVD, or software that has been opened (taken out of its plastic wrap) or downloaded. If you have received damaged, defective or incorrectly shipped merchandise please notify Customer Service within 30 days. The RMA number may be obtained by going online at [www.sonystyle.com/returns](http://www.sonystyle.com/returns) or by calling Sony's Customer Support at 1-888-900-9872, and must be noted on the outside of the returned Product's container. Products must be returned in the original packaging. Shipping and handling charges are not refundable. Damage and missing part restocking fees may apply. RMAs are valid for only 14 days from issuance. You are responsible for and must

prepay all shipping charges and you shall assume all risk of loss or damage to Product while in transit to Sony. If you return Product to Sony (i) without a RMA from Sony or (ii) beyond the 14 day issuance period, or (iii) without proper packaging, Sony retains the right to either refuse delivery of such return or charge you a restocking fee. Please allow up to eight weeks for Sony to credit your account.

**Sony's limited warranty terms and conditions do not cover replacement of engraving. In the event your engraved product receives service under Sony's limited warranty or any extended service plan offered by a third party, use of necessary replacement parts may eliminate the engraving on the product.**

**Shipping and Handling/Risk of Loss:**

Except for products shipping to Mexico, product prices do not include shipping and handling. Sony will use its discretion in selecting a reputable carrier and appropriate means of shipment. Risk of loss or damage to Products in transit is yours. In the event of Product damage or loss during transit, it is your responsibility to file a claim with the carrier.

**Limitation of Liability:**

BOTH YOURS AND SONY'S LIABILITY SHALL BE LIMITED TO THE PRICE PAID FOR PRODUCT. IN NO EVENT SHALL EITHER YOU OR SONY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE OR USE OF ANY GOODS OR SERVICE SOLD PURSUANT HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. NEITHER YOU NOR SONY SHALL HAVE ANY LIABILITY TO THE OTHER FOR INDIRECT OR PUNITIVE DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN.

**Taxes:**

Except for products shipping to Mexico, prices do not include any sales, local or other similar taxes. Where applicable, taxes will be shown on and added to your invoice. All such taxes shall be paid by you.

**Resale:**

You certify and agree that you are purchasing Product(s) for your own internal use only, and not for resale. You shall not remove components from Product for resale.

**Title:**

Title to Product(s) other than software passes from Sony to you upon shipment from Sony's facility. Title to software shall remain with the applicable licensor (s).

**Governing Law/Waiver of Jury Trial:**

This Agreement and all purchases hereunder shall be governed by and construed under the law of the state of California, without regard to conflicts of laws rules. You agree that the courts of California shall have exclusive jurisdiction over the parties for all disputes. Venue shall lie exclusively and only in either (i) San Diego County, State of California; or (ii) the Southern District of California of the United States District Court. THE PARTIES HEREBY WAIVE TRIAL BY JURY WITH RESPECT TO ANY DISPUTE RELATING TO THIS AGREEMENT OR YOUR ORDER.

**Headings:**

The section headings used herein are for convenience or reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

**Critical Components:**

The Products are not authorized for use as critical components in life support systems or situations where failure to perform can reasonably be expected to cause significant injury to users or others.

**Force Majeure:**

Sony shall not be liable for any delay or failure in performance caused by or resulting from acts of God, fire, flood, accident, riot, war, government intervention, embargoes, strikes, labor difficulties, equipment failures, or any other causes beyond the control of Sony. Quantities are subject to availability. In the event of shortage, Sony may allocate sales and deliveries in its sole discretion.

**Waiver/Invalidity:**

Failure of Sony to insist upon strict performance of any provisions hereof shall not be deemed a waiver of its right and remedies. If any provision of this Agreement is deemed by a court to be unenforceable, the remainder shall stay in effect.

**Entire Agreement:**

These terms and conditions constitute the entire and exclusive agreement between you and Sony concerning the Products and your purchase hereunder and supersedes any and all statements or other agreements, whether oral or written, between you and Sony.

**Trademark:**

The trademark "SONY" and any other product names, service names or logos of SONY used, quoted and/or referenced in this Web Site are trademarks or registered trademarks of Sony Corporation or any of its affiliates. Other product names and/or company names used in the Web Site may be protected as their trademarks and/or trade names. Excel, Microsoft, MS-DOS, Outlook, Picture It!, Powerpoint, WebTV, Windows, Windows Media, Windows NT and the Windows 95 and Windows 98 logos are trademarks of Microsoft Corporation. Celeron, Intel Speedstep, MMX, Pentium, ProShare, and Speedstep are trademarks of Intel Corporation. Cingular Wireless is a registered trademark of Cingular Wireless LLC 2005.

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