

## **BLU PRODUCTS, INC. LIMITED WARRANTY**

BLU Products, Inc. ("BLU") warrants that BLU's handsets and accessories (the "Products") are free from defects in material and workmanship under normal use and service for the period commencing upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Handsets	1-year
Batteries	6-months
Accessories	6-months

### **What is not covered?**

This Limited Warranty is conditioned upon proper use of the Products. This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical, or electromechanical stress; (b) scratches, dents, and cosmetic damage, unless caused by BLU; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered, or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of the Products in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by BLU; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by BLU; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Products; or (j) Products used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by BLU for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the BLU device for which it is specified.

### **What are BLU's obligations?**

During the applicable warranty period, provided the Products are returned in accordance with the terms of this Limited Warranty, BLU will repair or replace the Products, at BLU's sole option, without charge. BLU may, at BLU's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Products, or may replace Products with rebuilt, reconditioned, or new Products. Repaired/replaced cases, pouches, and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Products or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards, and equipment shall become the property of BLU. Except to any extent expressly allowed by applicable law, transfer, or assignment of this Limited Warranty is prohibited.

### **What must you do to obtain warranty service?**

To obtain service under this Limited Warranty, you must return the Products to an authorized phone service facility in an adequate container for shipping, accompanied by the serial number/IMEI of the Products and sales receipt or comparable proof of sale showing the original date of purchase and the seller's name and address. To obtain assistance on where to deliver the Products, please email BLU Customer Care at [service@bluproducts.com](mailto:service@bluproducts.com). If BLU determines that any Products are not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Products. You should keep a separate backup copy of any contents of the Products before delivering the Products to BLU for warranty service, as some or all of the contents may be deleted or reformatted during the course of warranty service. BLU will not be responsible for loss of data before, during, or after warranty service.

### **What are the limits on BLU's liability?**

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF BLU'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL BLU BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCTS OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS, OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCTS. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

BLU MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCTS, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCTS, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCTS DISTRIBUTED BY BLU OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE, AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER, OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Products instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative, or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations, or otherwise, on behalf of BLU regarding the Products or this Limited Warranty.

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

### **What is the procedure for resolving disputes?**

ALL DISPUTES WITH BLU ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's Products or claim, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by the applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of Florida, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty. This arbitration provision also applies to claims against BLU's employees, representatives and affiliates if any such claim arises from the Products' sale, condition or performance.

### **Severability.**

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.