

Manufacturer's Limited Warranty

PLEASE NOTE! This Limited Warranty is applicable to products sold under brands “Nokia”, “Lumia” and “Asha” and to related accessory products. In case of any conflict between the terms and conditions displayed here and the documentation in the sales package of the product, the terms and conditions included in the sales package shall prevail.

This Limited Warranty is in addition to, and does not affect your legal (statutory) rights under your applicable national laws relating to the sale of consumer products.

1. GENERAL

This Warranty is distinct from any statutory rights under any mandatory consumer protection laws of your country applicable to you. It is intended to grant you specific, and as the case may be, additional rights, within the limits of what is permissible under such law, and does not limit the rights you may have under applicable statutory product warranty provisions. You may have other rights based on local laws during or after the Warranty period. These rights are not excluded by this Warranty.

2. WARRANTY

From the date the Product is sold to an end-user for the first time, as evidenced by the original proof of purchase, Manufacturer warrants the Product is free from defects in materials and workmanship (“Defect”) as follows:

- (i) Twenty four (24) months for the main device;
- (ii) Twelve (12) months for accessories sold separately or included in the sales pack of the main device excluding batteries, covers, cables and chargers; and
- (iii) Six (6) months for all batteries, covers, cables and chargers, unless otherwise specified in the Product user guide.

During the warranty period, Manufacturer will, in a reasonable time, remedy the Defect free of charge by either repairing or replacing the defective Product or the defective part of it at its option provided that you have informed Manufacturer of the Defect before the warranty period expires. When repairing or replacing your Product, Manufacturer may use new or re-conditioned parts or products.

To the fullest extent permitted by applicable law, no repair or replacement will renew or extend the warranty period. Original or replacement parts or replacement Products provided under this Warranty will be covered by this Warranty for the remainder of the original warranty period or for sixty (60) days from the date of repair or replacement, whichever is longer.

The Product or all parts of your Product that Manufacturer has replaced shall become Manufacturer's property.

Manufacturer does not warrant that software preinstalled by or on behalf of Manufacturer in the Product (or subsequent updates and upgrades) (together "Manufacturer software") will meet your requirements, work in combination with any hardware or software not provided by Manufacturer, is uninterrupted or error free or that errors are correctable or will be corrected. For Manufacturer software related errors, Manufacturer will make available the latest version of the Manufacturer software for reinstallation on your Product or, if that would not be possible, another remedy, which in Manufacturer's reasonable discretion, satisfactorily addresses the error. Some Manufacturer software may be subject to separate license terms that are available with the software or your local section of <http://www.microsoft.com/mobile>.

Please always back up all data and content stored on your Product before taking your Product in for service since service activities will erase all data from your Product.

3. WHAT THIS WARRANTY DOES NOT COVER

Manufacturer does not provide any warranty for the following:

1. User guides;
2. Any (i) third party software, settings, content, data, or links installed or downloaded onto your Product at any time, or (ii) Manufacturer and third party services or enabling clients even if preinstalled by Manufacturer (please read the terms and conditions that may accompany the services as those will define your rights and obligations);
3. Any (i) normal wear and tear, (ii) reduced charging capacity of the battery resulting from its natural end of product life, or (iii) pixel defects in your Product's display that are within the scope of industry standards;
4. SIM card and/or any cellular or other networks or system on which your Product operates;
5. Errors or damage caused by: (i) misuse or not using your Product in accordance with the user guide, such as if the Product has been exposed to moisture, to dampness or to extreme thermal or environmental conditions or to rapid changes in such conditions, to corrosion, to oxidation, to spillage of food or liquid or to influence from chemical products, (ii) using your Product with, or connecting it to, any product, accessory, software, or service not manufactured or supplied by Manufacturer, (iii) any products combined with your Product by a third party, (iv) damage or errors caused by hacking, cracking, viruses, or other malware, or by unauthorised access to services, accounts, computer systems or networks; or (v) other acts beyond Manufacturer's reasonable control.

This Warranty is not valid:

1. Outside of the Covered Countries;
2. If your Product, or the software it runs on, has been (i) opened, modified, or repaired without Manufacturer's authorisation, or (ii) repaired with unauthorised spare parts;
3. If your Product's serial number, the mobile accessory date code, or the IMEI number has been removed, erased, defaced, altered or if these are illegible in any way;

4. If you have not installed the latest software updates that are publicly available for your Product within a reasonable time of their release; or
5. If you refuse to give possession of the Product to Manufacturer for repair and investigation.

If this Warranty does not cover your Product or the issue based on which it requires service, Manufacturer reserves the right to charge for the repair or replacement of your Product, as well as a handling fee.

4. LIMITATION OF MANUFACTURER'S LIABILITY

To the extent permitted by applicable law(s), Manufacturer shall not under any circumstances be liable, either expressly or impliedly, for any

1. Damages or losses of any kind whatsoever resulting from or relating to loss of, damage to, or corruption of, content or data or the recreation or transfer thereof even if such loss, damage, or corruption was a result of a Defect in your Product; and/or
2. Loss of profit, products or functionality, business, contracts, revenues or anticipated savings, increased costs or expenses, or for any indirect, consequential or special loss or damage.

To the extent permitted by applicable law, Manufacturer's liability shall be limited to the purchase value of your Product.

The limitations in this clause 4 shall not apply in case of Manufacturer's negligence or intentional misconduct or in case of death or personal injury resulting from Manufacturer's proven negligence.

5. OTHER IMPORTANT NOTICES

For further information on your Warranty, as well as information needed to process your warranty queries, please visit <http://www.microsoft.com/mobile>.

Please ensure your operator has removed any SIM-locks (or other equivalent mechanisms that may lock your Product to a specific network or operator) prior to delivering your Product for repair.

Your Product may contain country specific elements, including software. The warranty services available in a particular country may be limited to the Products and country specific elements available in that country. Also, if your Product has been re-exported from its original destination to another country, your Product may contain country specific elements that are not considered a defect under this Warranty even if it would not be operational.