

## **Certificate of Warranty**

All our electronic products (eg. mobile phone) and technical support services carry a Limited Warranty whose terms and conditions are as follows:

- Supply of mobile phone and other electronic product ("Product"): minimum 3-month warranty (\*)
- 2. Product Technical support and repair services: 3-month warranty

(\*) However, the dealer or underwriter may offer an extended warranty up to 12 months, specified in its contract.

This is the Limited Warranty valid in the European Union, for defect arising from normal usage. When a valid claim is received within the warranty period, bak2 Group at its own discretion shall (1) repair the hardware defect at no charge, using new or refurbished replacement parts, (2) exchange the product with a product that is new or refurbished to new whose functionalities are equivalent to the original product, or (3) refund the equivalent of the product purchase price as the case may be. A replacement product or part shall carry the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage. When a product or part is exchanged within the terms of the present Limited Warranty, the replacement unit you receive becomes your property and the replaced item you delivered to bak2 Group becomes bak2 Group's property. When a refund is given, the product for which the refund is provided shall be returned to bak2 Group and becomes bak2 Group's property.

# Warranty period

The warranty period starts at the time of Product's dispatch from our distribution center, or at the case may be valid proof of delivery.

When making a claim under this Limited Warranty you will be required to provide:

- the Product and
- the original proof of purchase, which clearly indicates the name and address of the seller, the date and place of purchase, the Product type and the IMEI or other serial number
- or the original proof of delivery when supplied by a third party such an insurer

Please pack the equipment carefully against shock, and insure the shipping parcel is fully secure on dispatch. Please also give in close details of the defects.

This warranty excludes any liabilities which are not expressed, such as forwarding expenses or travel.

#### What is not covered?

This Limited Warranty does not cover user manuals or any third party software, accessories such as hands free Kit, desktop charger, memory card, data cable, settings, content, data or links, whether included or downloaded in the Product, whether included during installment, assembly, shipping or at any other time in the delivery chain or otherwise and in any way acquired by you.

- 1. This Limited Warranty does not cover a) normal wear and tear (including, without limitation, wear and tear of camera lenses, batteries or displays), b) accidental damage and defects caused by rough handling (including, without limitation, defects caused by sharp items, by bending, compressing or dropping, etc.), or c) defects or damage caused by misuse of the Product, including use that is contrary to the instructions provided by the Manufacturer (e.g. as set out in the Product's user guide) and/or e) other acts beyond the reasonable control of the Manufacturer.
- 2. This Limited Warranty does not cover defects or alleged defects caused by the fact that the Product was used with, or connected to, any product, accessory, software and/or service not manufactured, or supplied by the Manufacturer or was used otherwise than for its intended use. Defects can be caused by viruses from your or from a third party's unauthorized access to services inclusive of unlocking, other accounts, computer systems or networks. This unauthorized access can take place through hacking, password mining or through a variety of other means.
- 3. This Limited Warranty does not cover defects caused by the fact that the battery has been short-circuited, by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering or by the fact that the battery has been used in equipment other than those for which it has been specified, by the fact of attack of household

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pests, fire lighting, natural disaster, pollution, water, abnormal voltage or the usage of generator.

- 4. This Limited Warranty is not enforceable if the Product has been opened, modified or repaired by any unauthorized personnel, if it is repaired using unauthorized spare parts or if the Product's serial number, the mobile accessory date code or the IMEI number has been removed, erased, defaced, altered or are illegible in any way and this shall be determined in the sole discretion of bak2 Group.
- 5. This Limited Warranty is not enforceable 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.
- 6. This Limited Warranty is not enforceable if the Product has been damaged due to poor packaging or protection during shipment back to bak2 Group.

## Other important notices

This Product may contain country specific elements, including software. If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.

# Limitation of bak2 Group's liability

This Limited Warranty does not replace the manufacturer's warranty but works alongside the manufacturer's warranty to the extent of which is longer.

To the extent permitted by applicable law(s), bak2 Group does not assume any liability for loss of or damage to or corruption of data, for any loss of profit, loss of use of Products or functionality, loss of business, loss of contracts, loss of revenues or loss of anticipated savings, increased costs or expenses or for any indirect loss or damage, consequential loss or damage or special loss or damage. To the extent permitted by applicable law, bak2 Group's liability shall be limited to the purchase value of the Product. The above limitations shall not apply in case of gross negligence or intentional misconduct of the Product.

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