

Manufacturer's Limited Warranty

1. General

HMD Global Oy (hereinafter "Manufacturer") provides this Manufacturer's Limited Warranty ("Warranty") for each genuine device (the "Product") and related Accessories (as defined in Section 2) included with the Product sales package.

This Warranty is only applicable in the country or region where the Product was purchased through Manufacturer's authorised sales channels, provided that the Product was intended for sale in that country or region ("Covered Country or Region"). The warranty services available in a particular Covered Country or Region may be limited to the Products and country-specific elements available for sale in that Covered Country or Region.

This Warranty covers and includes any statutory rights under any mandatory consumer protection laws of the Covered Country or Region applicable to you and may also grant you additional rights where permissible under applicable law. This Warranty does not limit the rights you may have under applicable law and you may have other rights based on local laws during or after the Warranty period. These rights are not excluded by this Warranty.

The Product and its Accessories must be used in accordance with the instructions provided in the user guides and leaflets that come in the Product package and are also available online. From time to time the Manufacturer may offer additional warranty coverage that supplements the terms listed here. To learn more about your Product and any additional coverage, please visit https://www.hmd.com/en_ke/m-kopa-devices.

2. Warranty

The Warranty period starts on the date the Product is sold to an end user for the first time, as evidenced by the original proof of purchase, or a similar document approved by the Manufacturer, which matches with the Product activation.

A. The Manufacturer warrants that the Product (including non-user replaceable batteries) purchased in the Covered Country or Region is free from defects in materials and workmanship ("Defect") for twelve (12) months.

B. The Manufacturer warrants that the Accessories (defined as user-replaceable batteries, covers, cables, chargers, headsets and any other accessory included in the sales package) are free from Defect for six (6) months in the Covered Country or Region.

During the Warranty period, the Manufacturer or its authorised service centre will, in a reasonable time, remedy the Defect free of charge by either repairing or replacing the defective Product or Accessory or the defective part of it at its option, provided that you have returned the defective Product or Accessory to the Manufacturer or its authorised service centre before the Warranty period has expired. When repairing or replacing your Product or Accessory, the Manufacturer may use new or re-conditioned parts or provide a refurbished replacement Product or Accessory except where the use of such re-conditioned parts or refurbished Product or Accessory is prohibited by local law. In case local law requires the end user to be informed about the use of re-conditioned parts or refurbished Products or Accessories, this Warranty document constitutes the necessary notice in that regard. In case local law requires consent from the end user for the use of re-conditioned parts or refurbished Products or Accessories, then such parts or Products or Accessories will not be used until such consent has been obtained.

To the fullest extent permitted by applicable law:

(i) No repair or replacement will renew or extend the original Warranty period unless such renewal or extension is mandated by local law, in which case the Warranty period is extended by the minimum time required by law;

(ii) For countries where such renewal or extension is not mandated by local law, the original Product, replacement parts or replacement Products or Accessories provided under this Warranty will be covered by this Warranty for the remainder of the original Warranty period or for ninety (90) days from the date the repaired or replacement Product or Accessory is returned to you, whichever is longer; and

(iii) Where the Product, Accessory or parts of a Product or Accessory have been replaced, the original Product, parts, or Accessories shall become the Manufacturer's property.

Please always back up all data, programs, applications, and content stored on your Product before taking your Product in for service since service activities will erase all data from your Product. Remove any confidential information prior to submitting your Product for service.

Manufacturer and its authorised service centres are not responsible for the loss the of your data, programs, applications, or content.

For further information on your Warranty, please visit https://www.hmd.com/en_ke/m-kopa-devices for instructions on how to request repair service and the addresses of the authorised service centres.

3. What this Warranty does not cover

This Warranty excludes all of the following:

(i) Errors or damages caused by:

(a) exposure to liquid or dampness (unless the Product is declared to be water-resistant under certain conditions as specified by the Manufacturer), damage caused by exposure to extreme electromagnetic field (such as damages caused by microwave oven), or extreme thermal or environmental conditions or to rapid changes in such conditions, corrosion, oxidation, spillage of food or liquid, or influence from chemical products;

(b) physical damage, cracks, dents or scratches caused by a drop or by external forces impacting the Product or any part of the Product including but not limited to the cover, display, camera lenses and buttons (unless specified otherwise by the Manufacturer under certain conditions);

(c) using your Product with, or connecting it to, any product, accessory, software, or service not manufactured, authorised, or supplied by Manufacturer; or chargers, power adaptors or data cables which do not meet the required technical and safety specifications described in the user guide;

(d) any third-party products sold in combination with your Product;

(e) damage or errors caused by hacking, cracking, viruses, or other malware, or by unauthorised access to services, accounts, computer systems, or networks;

(f) power outages or surges capable of affecting the normal use of the Product; or

(g) other acts beyond the Manufacturer's reasonable control.

(ii) Any wear and tear;

(iii) Use of your Product in a manner that does not comply with its intended use and the provisions of the user guide;

(iv) If your Product, has been opened, repaired or modified by non-authorized third parties, or repaired using unauthorized spare parts;

(v) If you have not installed the latest software updates that are publicly available for your Product within a reasonable time of their release.

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, be 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.

This Warranty is not valid outside of the Covered Country or Region and does not cover: (a) User guides; (b) Any third party software, settings, content, data, or links installed or downloaded onto your Product at any time, or 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); (c) Reduced charging capacity of the battery resulting from its natural end of Product life, or pixel defects in your Product's display that are within the scope of industry standards; (d) SIM card and/or any cellular or other networks or system on which your Product operates, and (e) A Product where the 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.

You cannot enforce this Warranty if you refuse to give possession of the Product to Manufacturer for repair and investigation.

If this Warranty does not cover your Product or Accessory based on the above, Manufacturer reserves the right to charge for the repair or replacement of your Product or Accessory following your consent, as well charging 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 (i) 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 OR ACCESSORY; AND/OR (ii) LOSS OF PROFIT, USE, PRODUCTIVITY, 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 or Accessory, as applicable.

5. Other important notices

Manufacturer reserves the right to make changes to the location and availability of its authorized service centres network at any time.

Your Product may contain specific elements which may not operate as intended when used outside of the original country of purchase.

Manufacturer's Address: HMD Global Oy, Bertel Jungin aukio 9, 02600 Espoo, Finland.