

Manufacturer's Limited Warranty

1. General

HMD Global Oy (hereinafter "Manufacturer") provides this Manufacturer's Limited Warranty ("Warranty") for the genuine Product (the "Product"), which has been released for sale in the United States of America and Canada. Even though one or more countries may be mentioned herein, this Warranty is only applicable in the country where the Product was purchased through Manufacturer's authorized sales channels, provided that the Product was intended for sale in that country ("Covered Country").

IF YOU LIVE IN (OR IF A BUSINESS AND YOUR PRINCIPAL PLACE OF BUSINESS IS IN) THE UNITED STATES, SECTION 6 CONTAINS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER. IT AFFECTS YOUR RIGHTS ABOUT HOW TO RESOLVE A DISPUTE WITH MANUFACTURER. PLEASE READ IT.

This Warranty covers and includes any statutory rights under any mandatory consumer protection laws of the Covered Country applicable to you, and may grant you specific additional rights within the limits of what is permissible under such law. This Warranty does not limit the rights you may have under applicable consumer protection laws. 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 shall be used in accordance with the instructions provided in the user guides and leaflets that come in the Product package and are also available at www.nokia.com/mobile-support.

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. Manufacturer warrants that the Product is free from defects in materials and workmanship ("Defect") for:

- (i) Twelve (12) months for the main device including non-user-replaceable batteries, and
- (ii) Six (6) months for all user-replaceable batteries, covers, cables, chargers, headsets and any other accessory included in the sales package of the main device.

During the Warranty period, Manufacturer or its authorized service center 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 you have returned the defective Product or accessory to the Manufacturer or its authorized service center before the Warranty period expires. When repairing or replacing your Product or accessory, Manufacturer may use new or re-conditioned parts or Product except where the use of such re-conditioned parts or Product is prohibited by local law. In case local law should require the end user to be informed

about the use of re-conditioned parts or Product, this Warranty document can be considered as the necessary notice in that regard. In case local law requires consent from the end user for the use of re-conditioned parts or Product, then such parts or Product will not be used until such consent has been obtained.

To the fullest extent permitted by applicable law, no repair or replacement will renew or extend the Warranty period except that replacement parts or replacement Product 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 repaired or from when replacement Product or accessory is returned to you, whichever is longer.

IF YOUR APPLICABLE STATE OR PROVINCIAL LAW GIVES YOU ANY IMPLIED WARRANTY, INCLUDING AN IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ITS DURATION IS LIMITED TO THE WARRANTY PERIOD. Some States or Provinces do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to You.

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

Manufacturer does not warrant that the 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.

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 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; or
5. Errors or damage caused by: (i) misuse or not using your Product in accordance with the user guide, such as (but not limited to) if the Product has been exposed to liquid outside of the approved levels, extreme electromagnetic field (such as damages caused by microwave oven), dampness, extreme thermal or environmental conditions or to rapid changes in such conditions, corrosion, oxidation, spillage of food or liquid, or 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 third party products combined with your Product, (iv) damage or errors caused by hacking, cracking, viruses, or other malware, or by unauthorized 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 Country;
2. If your Product, or the software it runs on, has been (i) opened, modified, or repaired without Manufacturer's authorization, or (ii) repaired with unauthorized 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 which 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, 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(s), Manufacturer's liability shall be limited to the purchase value of your Product.

5. Choice of law

The laws of the State or Province where you live (or if a business, the location of your principal place of business) govern the interpretation of this Warranty, any claim that Manufacturer has breached it, and all other claims (including consumer protection, unfair competition, implied Warranty, and tort claims), regardless of conflict of law principles, except that the Federal Arbitration Act governs all provisions relating to arbitration.

6. Binding arbitration and class action waiver if you live in (or if a business, your principal place of business is located in) the United States

This section applies to any dispute EXCEPT DISPUTES RELATING TO THE ENFORCEMENT OR VALIDITY OF YOUR, MANUFACTURER'S, OR EITHER YOUR OR MANUFACTURER'S LICENSOR'S INTELLECTUAL PROPERTY RIGHTS. The term "dispute" means any dispute, action or other controversy between you and Manufacturer concerning the Product (including its price) or this Warranty, whether in contract, warranty, tort, statute, regulation, ordinance or any other legal or equitable basis. "Dispute" will be given the broadest possible meaning allowable under law.

1. Notice of Dispute. In the event of a dispute, you or Manufacturer must give the other a Notice of Dispute, which is a written statement that sets forth the name, address and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested. You must send any Notice of Dispute by U.S. Mail to HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131. Manufacturer will send any Notice of Dispute to you by U.S. Mail to your address if we have it, or otherwise to your e-mail address. You and Manufacturer will attempt to resolve any dispute through informal negotiation within 60 days from the date the Notice of Dispute is sent. After 60 days, you or Manufacturer may commence arbitration.
2. Small Claims Court. You may also litigate any dispute in small claims court in your county of residence (or if a business, the location of your principal place of business), if the dispute meets all requirements to be heard in the small claims court. You may litigate in small claims court whether or not you negotiated informally first.
3. Binding Arbitration. If you and Manufacturer do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by individual binding arbitration governed by the Federal Arbitration Act ("FAA"). Class arbitrations are not permitted. You are giving up the right to litigate disputes in court before a judge or jury (or participate as a party or class member). Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the FAA. Any court with jurisdiction over the parties may enforce the arbitrator's award.

4. Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Manufacturer will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or other proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.
5. Arbitration Procedure. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. If you are an individual and use the Manufacturer Product for personal or household use, or if the value of the dispute is \$75,000 or less whether or not you are an individual or how you use the Product, the AAA's Supplementary Procedures for Consumer-Related Disputes will also apply. For more information, see www.adr.org or call 1-800-778-7879. To commence arbitration, send a request to HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131. You agree to commence arbitration only in your county of residence (or if a business, the county where your principal place of business is located). Manufacturer agrees to commence arbitration only in your county of residence (or if a business, the county where your principal place of business is located). You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim

6. Arbitration Fees and Payments.

(a) Disputes Involving \$75,000 or Less. Manufacturer will promptly reimburse your filing fees and pay the AAA's and arbitrator's fees and expenses. If you reject Manufacturer's last written settlement offer made before the arbitrator was appointed ("Manufacturer's last written offer"), your dispute goes all the way to an arbitrator's decision (called an "award"), and the arbitrator awards you more than Manufacturer's last written offer, Manufacturer will: (i) pay the greater of the award or \$1,000; (ii) pay your reasonable attorney's fees, if any; and (iii) reimburse any out of pocket expenses (including expert witness fees and costs) that your attorney reasonably accrues for investigating, preparing, and pursuing your claim in arbitration. The arbitrator will determine the amount of fees, costs, and expenses unless you and Manufacturer agree on them.

(b) Disputes Involving More Than \$75,000. The AAA rules will govern payment of filing fees and the AAA's and arbitrator's fees and expenses.

(c) Disputes Involving Any Amount. In any arbitration you commence, Manufacturer will seek its AAA or arbitrator's fees and expenses, or your filing fees it reimbursed, only if the arbitrator finds the arbitration frivolous or brought for an improper purpose. In any arbitration Manufacturer commences, Manufacturer will pay all filing, AAA, and arbitrator's fees and expenses. Manufacturer will not seek its attorney's fees or expenses from you in any arbitration. Fees and expenses are not counted in determining how much a dispute involves.

7. Conflict with AAA Rules. This Warranty governs to the extent it conflicts with AAA's Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes.
8. Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute to which Section 6 applies must be filed within one year in small claims court, an arbitration proceeding, or in court, if Section 6 permits the dispute to be filed in court instead of arbitration. The one-year period begins when the claim or Notice of Dispute first could be filed. If such a claim or dispute is not filed within one year, it is permanently barred.
9. Severability. If the class action waiver in Section 6.4 is found to be illegal or unenforceable as to all or some parts of a dispute, then Section 6 will not apply to those parts. Instead, those parts will be severed and proceed in a court of law, with the remaining parts proceeding in arbitration. If any other provision of Section 6 is found to be illegal or unenforceable, that provision will be severed with the remainder of this Section 6 remaining in full force and effect.

7. Other important notices

For further information on your Warranty, as well as information needed to process your Warranty queries, please visit www.nokia.com/mobile-support. Instructions on how to request repair service and the addresses of the authorized service centers in the Covered Country may also be available on that webpage. Manufacturer reserves the right to make changes to its authorized service centers network at any time.

Your Product may contain country-specific elements, including software. The repair services available in a particular country may be limited to the Product 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 those elements or the Product would not be operational.

HMD Global Oy, Karaportti 2, 02610 Espoo, Finland

United States: HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131.

Canada: HMD America, Inc., 1200 Brickell Avenue, Miami, FL 33131.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.