

# 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

Nokia Inc., a subsidiary of Microsoft Mobile Oy, provides this Manufacturer's Limited Warranty ("Warranty") for genuine product (the "Product") which has been released for sale in the United States of America, and Nokia Products Limited, a subsidiary of Microsoft Mobile Oy, provides this Warranty for Product which has been released for sale in Canada ("Covered Countries") since 15 September 2014. As applicable, "Manufacturer" as used throughout, means either Nokia Inc. or Nokia Products Limited.

**If you live in (OR IF A BUSINESS 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 gives you specific legal rights. You may also have other rights which vary from State to State or Province to Province.

## 2. WARRANTY

(i) Twelve (12) 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.

IF YOUR STATE'S OR PROVINCE'S 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 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 [www.microsoft.com/mobile](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; or

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 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 Countries;

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 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.

#### **5. CHOICE OF LAW**

The laws of the State or Province where you live (or if a business 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 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 **Nokia Inc., ATTN: LCA ARBITRATION, One Microsoft Way, Redmond WA 98052-6399**. A form is available at <http://go.microsoft.com/fwlink/?linkid=245499>. 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 your principal place of business) or King County, Washington, 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](http://www.adr.org) or call 1-800-778-7879. To commence arbitration, submit the form available at <http://go.microsoft.com/fwlink/?linkid=245497> to the AAA. You agree to commence arbitration only in your county of residence (or if a business your principal place of business) or in King County, Washington. Manufacturer agrees to commence arbitration only in your county of residence (or if a business your principal place of business). 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 twice your reasonable attorney’s fees, if any; and (iii) reimburse any 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 if 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.microsoft.com/mobile](http://www.microsoft.com/mobile).

All parts of this Limited Warranty apply to the maximum extent permitted by law or unless prohibited by law.

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.

United States: Nokia Inc., 1065 La Avenida, Mountain View CA 94043

Canada: Nokia Products Ltd., 1305 Pickering Parkway, Suite 200, Pickering, ON L1V 3P2