

## Huawei Device USA Inc., Limited Warranty

### (Phone and Tablet)

Huawei Device USA Inc., (“Huawei”) represents and warrants to the original purchaser (“Purchaser”) that Huawei’s phones and accessories (“Product”) are free from material defects, including improper or inferior workmanship, materials, and design, during the designated warranty period, and subject to the following terms and conditions, when used normally and in accordance with all operating instructions:

1. Warranty Period: Coverage under this warranty is limited to the following time periods:
  - a) Phone: a period of 12 months from the date of purchase.
  - b) Tablet: a period of 12 months from the date of purchase.
2. This limited warranty only applies to products manufactured by or for Huawei and that can be identified by the “Huawei” trademark, trade name, or logo affixed to them. The limited warranty does not apply to any non-Huawei products or software.
3. The Warranty extends only to Purchasers who purchased the Product in the United States of America and is not assignable or transferable to any subsequent purchaser/customer.
4. During the limited warranty period, Huawei will repair or replace at Huawei’s sole option, any parts of the Product that are defective or malfunctioning during normal usage. Huawei reserves the right to use new or refurbished replacement parts in repair of the Product.
5. This limited warranty covers only the costs of parts and labor.  
Other related costs such as shipping and delivery costs may be borne by purchaser at Huawei’s option.
6. At Huawei’s request, Purchaser must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
7. This warranty does not cover damage resulting from:
  - a) Abuse, accident, misuse, improper storage, exposure to liquid, moisture, or dampness;
  - b) External causes such as from collision, fire, flooding, sand, dirt, windstorm, lightning, or earthquake;
  - c) Exposure to extreme weather conditions, Acts of God, theft, blown fuse, or improper use of any electrical source;
  - d) Computer or internet viruses, bugs, worms, Trojan Horses, cancelbots;
  - e) Use with non-Huawei products or products not recommended for use with Huawei products;
  - f) Normal wear and tear of the equipment;
  - g) Usage of equipment other than its normal and customary manner;
  - h) Improper testing, operation, maintenance, installation, or any alteration or modification of Product;
  - i) Consumable parts, such as batteries, unless damage has occurred due to a defect in Huawei materials and workmanship;
  - j) Service performed by anyone who is not a Huawei representative or an authorized Huawei service provider;
  - k) Other acts which are not the fault of Huawei, including damage caused by shipping;
  - l) Cosmetic damages, including but not limited to dents or scratches in decorative, structural, or non-operative parts resulting from normal customer use;
  - m) Spillage of food or liquid, corrosion, rust or incorrect voltage;
8. Huawei does not warrant that the operation of this product will be uninterrupted or error-free.
9. This warranty will also be null and void in any of the following events:
  - a) The serial number or warranty seal on the equipment has been altered, defaced or removed;

b) Any term contained in this warranty has been altered or modified in any way without prior written consent of Huawei;

c) Huawei has not been notified by Purchaser of the alleged defect or malfunction of the Product during the applicable warranty period.

10. If Product is returned to Huawei after the expiration of the warranty period, Huawei's normal service policies shall apply and Purchaser will be charged accordingly.

a) Huawei assumes no obligation or liability beyond that which is expressly provided for in this limited warranty.

b) All warranty information, pricing, product features and specifications are subject to change.

11. This limited warranty provides Purchaser's sole and exclusive remedy to be provided by Huawei. The agents, employees, distributors, and dealers of Huawei products are not authorized to make modifications to this limited warranty, or make additional warranties binding on Huawei.

#### LIMIT OF LIABILITY

12. HUAWEI'S LIMIT OF LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE THE ACTUAL CASH VALUE OF THE PRODUCT AT THE TIME PURCHASER RETURNS THE PRODUCT FOR REPAIR, AS DETERMINED BY THE PRICE PAID BY THE PURCHASER FOR THE PRODUCT LESS A REASONABLE AMOUNT OF USAGE. HUAWEI SHALL NOT BE LIABLE FOR ANY OTHER LOSSES OR DAMAGES SUCH AS SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, ANY COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA, ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING SUBSEQUENT PURCHASERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THIS WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF HUAWEI KNEW OF THE LIKELIHOOD OF SUCH DAMAGES). HUAWEI SHALL NOT BE LIABLE FOR DELAY IN RENDERING SERVICE UNDER THE LIMITED WARRANTY, OR LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED.

#### DISCLAIMER OF WARRANTY

13. HUAWEI'S LIABILITY UNDER EITHER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING LIMITED WRITTEN WARRANTY. OTHERWISE, THE FOREGOING LIMITED WARRANTY IS PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

14. Some states do not allow exclusion or limitation of incidental, consequential, or punitive damages, or permit limitations on the length of implied warranties, so certain of these warranty limitations may not apply to Purchaser. This limited warranty gives Purchaser specific legal rights; Purchaser may also have other rights which vary from state to state. If any term of this limited warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

15. This limited warranty allocates risk of Product failure between Purchaser and Huawei, and Huawei's Product pricing reflects this allocation of risk and the limitations of liability contained in this limited warranty.

#### Contact Huawei

WEB SITE: [HTTP://CONSUMER.HUAWEI.COM/US](http://CONSUMER.HUAWEI.COM/US)

EMAIL: SUPPORTUSA@HUAWEI.COM

CALL CENTER: 888.5HUAWEI / 888.548.2934

\* This contact information may change without notice. Please contact your authorized Huawei retailer for updated contact information.

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.