

Warranty for M-KOPA X1

Manufacturer's Limited Warranty

1. General

HMD Global Oy (hereinafter "Manufacturer") provides this Manufacturer's Limited Warranty ("Warranty") for the genuine Product ("Product"), which is applicable in the country of sale. 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").

This Warranty covers and includes any statutory rights under any mandatory consumer protection laws of the Covered Country applicable to you, and also grants you specific, and as the case may be, 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 <https://www.hmdglobal.com/ta-1585>.

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-userreplaceable batteries.
- (ii) Six (6) months for all userreplaceable batteries, covers, cables, chargers, headsets and any other accessory included in the sales package of the main device, unless the law requires that the Manufacturer offers a longer period, in which case the Warranty period is extended to cover the minimum period required by the law.

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 that

you have returned the defective Product or accessory to the Manufacturer or its authorized service center before the Warranty period expired. 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 barred by local law. In case local law should require the end user to be informed about the use of re-conditioned parts or Products, 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 Products, then such parts or Products will not be used till such consent has been obtained.

To the fullest extent permitted by applicable law:

(i) No repair or replacement will renew or extend the 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, after repair or replacement, 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) The Product or all parts of your Product or accessory 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, 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.

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.

Manufacturer and its authorized service centers are not responsible for the loss the of your data, programs or confidential information.

3. What this Warranty does not cover

Manufacturer does not provide any Warranty for the following:

(i) errors or damages caused by:

(a) exposure to liquid (unless the Product is declared to be waterresistant under certain conditions as specified by the Manufacturer),

to extreme electromagnetic field (such as damages caused by microwave oven), to dampness, to extreme thermal or environmental conditions or to rapid changes in such conditions, corrosion, oxidation, spillage of food or liquid, or to influence from chemical products;

(b) physical damage, cracks, dents or scratches caused by a drop or by external forces occurring in or on 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 or supplied by Manufacturer;

(d) any products combined with your Product by a third party;

(e) damage or errors caused by hacking, cracking, viruses, or other malware, or by unauthorized 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 Manufacturer's reasonable control.

(ii) 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;

(iii) Any wear and tear;

(iv) Not using your Product in accordance with the user guide;

(v) If your Product, has been opened, repaired or modified by nonauthorized third parties, or repaired with unauthorized spare parts;

(vi) If you have not installed the latest software updates that are publicly available for your Product within a reasonable time of their release; and/or

(vii) **This Warranty is not valid outside of the Covered Country** and doesn't cover: (a) User guides; (b) Any third party software, settings, content, data, or links installed or downloaded onto your

Product at d-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; and (d) SIM card and/or any cellular or other networks or system on which your Product operates.

You won't be able to 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 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

(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 re-creation or transfer thereof, even if such loss, damage, or corruption was a result of

(a) a Defect in your Product; or

(b) an attempt to repair your Product; and/or

(ii) Loss of profit, productivity, 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.

The limitations in this clause 4 shall not apply in case of Manufacturer's negligence or intentional misconduct or in case of death or personal injury resulting from Manufacturer's proven negligence.

5. Other important notices

For further information on your Warranty, as well as information needed to process your Warranty queries, please visit <https://www.hmdglobal.com/ta-1585>. 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 warranty 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.

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