

## **LIMITED WARRANTY**

HTC warrants that the Android Dev Phone 2 (“Product”) is at the time of its original purchase free of defects in materials and workmanship (“Limited Warranty”). This Limited Warranty is subject to the following terms and conditions:

This Limited Warranty is given only to the original purchaser of the Product (“Customer”). It shall neither exclude nor limit:

- (a) any statutory rights of the Customer or
- (b) any of the Customer’s rights against the seller/dealer of the Product.

1. **“Warranty Period”** This Limited Warranty shall apply as follows:
  - (a) for mobile devices (main unit only, excluding battery) twelve (12) months from the date of sale to the Customer, evidenced by proof of purchase.
2. Customer shall present the **PROOF OF PURCHASE** upon claiming this Limited Warranty. This Limited Warranty may not be sold-on, assigned, transferred or given to any subsequent purchaser or acquirer of the Product. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. Moreover, if Product is returned to be repaired under this Limited Warranty in The place other than where you purchased, HTC attempts to repair such Product but can not guarantee the outcome. Warranty service availability and response times may vary from country to country and may also be subject to a registration requirement in the country of purchase
3. Subject to this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace defective Product throughout the Warranty Period. Either repair or replacement may involve the use of functionally equivalent reconditioned unit.
4. This Limited Warranty applies only to the hardware and software of the Product as originally supplied.
5. If HTC repairs or replaces the Product, such repaired or replaced Product shall continue to be warranted for the remaining time of the original Warranty Period or for three (3) months from the date of repair or replacement, whichever is longer.
6. Before returning any unit for service, be sure to back up data and remove any confidential, proprietary, or personal information from the Product. HTC is not responsible for the damage to or loss of any programs, data, or removable storage media.
7. HTC or its service agent will pay outbound transportation fees between HTC or its service agent and the Customer if the Defective Product is within the Warranty Period and complying with this Limited Warranty. **CUSTOMER WILL PAY FOR INBOUND FREIGHT TO HTC OR ITS SERVICE AGENT FOR ALL WARRANTY AND REPAIR CLAIMS.**
8. Product with serial number, the IMEI number, water indicator or the warranty seal removed, erased, defaced, altered or is illegible will not be eligible to this Limited Warranty.
9. Product may contain country specific elements, including software. If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.
10. **Warranty Denials.** This Limited Warranty shall not apply if the defect was caused through the following:
  - (a) Rough handling, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts, accidents, forces of nature, or other actions beyond the reasonable control of HTC.

- (b) Physical damage to the surface of the Product including but not limited to cracks or scratches on the LCD screen or camera lens.
  - (c) The defects caused by the fact that the battery has been short-circuited or by the fact that the seals of the battery enclosure or the cells are broken or show evidence of tampering.
  - (d) The defect was caused by a defective function of the cellular network or other system; or the Product software needs to be upgraded due to changes in cellular network parameter.
  - (e) The defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by HTC.
  - (F) THE DEFECT WAS CAUSED BY SOFTWARE RE-FLASH, ABUSE, ACCIDENT, NEGLIGENCE, IMPROPER HANDLING, UTILIZATION OR INSTALLATION OR OPERATING THE DEVICE NOT COMPLYING WITH USER MANUAL OR QUICK START GUIDE, IF APPLICABLE.
11. Any claim under this Limited Warranty is subject to you notifying HTC or a HTC authorized service agent of the alleged defect within a reasonable time of it having come to your attention and in any event no later than before the expiry of the Warranty Period.
12. Dead-on-Arrival. Any Product defined as Dead-on-Arrival (“DOA”) can be claimed to HTC according to below criteria. In such case HTC shall replace the defective Product(s) without battery, battery door, accessories, and marketing collateral. Product will be provided in plain packaging in accordance with HTC’s standard. Criteria for Dead on Arrival:
- (a) Product that is found malfunction upon notification from Customer within fourteen (14) calendar days of receipt of shipment
  - (b) The malfunctions of the Product is not caused by Customer modification, software re-flash, abuse, accident, neglect, improper handling, utilization or installation;
  - (c) There’s no scratch on the Product, including but not limited to devices, chargers, headsets, batteries;
13. In the event of Product failure or DOA, the Customer should take the following actions:
- (a) Refer to the user manual in order to identify and possibly correct the problem.
  - (b) If the problem cannot be resolved by reference to the user manual the Customer should then contact a HTC service agent in one of the following ways:
    - (i) [Android@brightstarcorp.com](mailto:Android@brightstarcorp.com)
    - (ii) 877-727-9789
  - (c) Before the Customer contacts HTC’s service agent, please ensure the following information is at hand:
    - (i) The model and serial number, IMEI/ESN number of the Product.
    - (ii) The Customer’s full address and contact information.
    - (iii) A copy of the Customers original invoice, receipt or bill of sale of the purchase of the Product.
- HTC’s service agent will provide the Customer with instructions regarding how and when the defective Product should be returned.
14. Any Product which returned as DOA or Product failure but being verified by HTC as No Fault Found (“NFF”) will be returned to Customer at Customer’s own cost. The cost stated in the preceding sentence includes but not limited to transportation fees, handling charges, material fees, labor fees and other related fees.
15. HTC will, at its sole discretion and at the written notice of Customer at Customer’s own cost, perform the repair and refurbishment on the Product deemed Out of Warranty by condition. HTC will provide a ninety (90) days Limited Warranty period for such Product. The price of performing such out of warranty service will be subject to HTC’s decision.
16. THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY HTC TO THE CUSTOMER. ALL IMPLIED WARRANTIES OF SATISFACTORY QUALITY OR FITNESS FOR

A PARTICULAR PURPOSE ARE LIMITED TO THE RELEVANT WARRANTY PERIOD. IN NO EVENT SHALL HTC BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, TO THE FULLEST EXTENT THAT THOSE LOSSES OR DAMAGES CAN BE DISCLAIMED BY LAW. IN ANY CASE HTC AND ITS SUPPLIERS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE HARDWARE.

17. HTC does not exclude or limit liability for personal injury or death resulting from its own negligence. Some countries do not allow exclusions or limitation of incidental or consequential loss or damage, or limitation of the duration of implied warranties, in those circumstances the preceding limitations or exclusions may not apply to such Customers. This warranty gives the Customer specific legal rights; the Customer may also have other rights, which may vary from country to country. This limited warranty does not affect the Customers statutory rights in law specific to the country of purchase, such rights remain protected. This Limited Warranty will be updated by HTC from time to time.