

Nokia One-Year Limited Warranty

For products purchased in the United States of America

Nokia One-Year Limited Warranty (U.S.)

Nokia Inc. ("Nokia") warrants that this device ("Product") is free from defects in material and workmanship that result in Product failure during normal usage, according to the following terms and conditions:

1. The limited warranty for the Product extends for ONE (1) year beginning on the date of the purchase of the Product. This one year period is extended by each whole day that the Product is out of your possession for repair under this warranty.
2. The limited warranty extends only to the original purchaser ("Consumer") of the Product and is not assignable or transferable to any subsequent purchaser/end-user.
3. The limited warranty extends only to Consumers who purchase the Product in the United States of America.
4. During the limited warranty period, Nokia will repair, or replace, at Nokia's sole option, any defective parts, or any parts that will not properly operate for their intended use with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. No charge will be made to the Consumer for any such parts. Nokia will also pay for the labor charges incurred by Nokia in repairing or replacing the defective parts. The limited warranty does not cover defects in appearance, cosmetic, decorative or structural items, including framing, and any non-operative parts. Nokia's limit of liability under the limited warranty shall be the actual cash value of the Product at the time the Consumer returns the Product for repair, determined by the price paid by the Consumer for the Product less a reasonable amount for usage. Nokia shall not be liable for any other losses or damages. These remedies are the Consumer's exclusive remedies for breach of warranty.
5. Upon request from Nokia, the Consumer must prove the date of the original purchase of the Product by a dated bill of sale or dated itemized receipt.
6. The Consumer shall bear the cost of shipping the Product to Nokia. Nokia shall bear the cost of shipping the Product back to the Consumer after the completion of service under this limited warranty.
7. The Consumer shall have no coverage or benefits under this limited warranty if any of the following conditions are applicable:
 - a. The Product has been subjected to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Nokia, including damage caused by shipping.
 - b. The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs,

worms, Trojan Horses, cancelbots or damage caused by the connection to other products not recommended for interconnection by Nokia.

- c. Nokia was not advised in writing by the Consumer of the alleged defect or malfunction of the Product within fourteen (14) days after the expiration of the applicable limited warranty period.
- d. The Product serial number plate or the enhancement data code has been removed, defaced or altered.
- e. The defect or damage was caused by the defective function of the cellular system or by inadequate signal reception by the external antenna, or viruses or other software problems introduced into the Product.
8. Nokia does not warrant uninterrupted or error-free operation of the Product. If a problem develops during the limited warranty period, the Consumer shall take the following step-by-step procedure:
 - a. The Consumer shall return the Product to the place of purchase for repair or replacement processing.
 - b. If "a" is not convenient because of distance (more than 50 miles) or for other good cause, the Consumer shall ship the Product prepaid and insured to Nokia. See www.nokiausa.com/support for the address of the repair center nearest you.
 - c. The Consumer shall include a return address, daytime phone number and/ or fax number, complete description of the problem, proof of purchase and service agreement (if applicable). Expenses related to removing the Product from an installation are not covered under this limited warranty.
 - d. The Consumer will be billed for any parts or labor charges not covered by this limited warranty. The Consumer will be responsible for any expenses related to reinstallation of the Product.
 - e. Nokia will repair the Product under the limited warranty within 30 days after receipt of the Product. If Nokia cannot perform repairs covered under this limited warranty within 30 days, or after a reasonable number of attempts to repair the same defect, Nokia at its option, will provide a replacement Product or refund the purchase price of the Product less a reasonable amount for usage. In some states the Consumer may have the right to a loaner if the repair of the Product takes more than ten (10) days. Please contact the Nokia Care Contact Center at the telephone number listed at the end of this warranty if you need a loaner and the repair of the Product has taken or is estimated to take more than ten (10) days.
 - f. If the Product is returned during the limited warranty period, but the problem with the Product is not covered under the terms and conditions of this limited warranty, the Consumer will be notified and given an estimate of the charges the Consumer must pay to have the Product repaired, with all shipping charges billed to the Consumer. If the estimate is refused, the Product will be returned freight collect. If the Product is returned after the expiration

of the limited warranty period, Nokia's normal service policies shall apply and the Consumer will be responsible for all shipping charges.

9. You (the Consumer) understand that the product may consist of refurbished equipment that contains used components, some of which have been reprocessed. The used components comply with Product performance and reliability specifications.
10. ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE, SHALL BE LIMITED TO THE DURATION OF THE FOREGOING LIMITED WRITTEN WARRANTY. OTHERWISE, THE FOREGOING LIMITED WARRANTY IS THE CONSUMER'S SOLE AND EXCLUSIVE REMEDY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. NOKIA SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF ANTICIPATED BENEFITS OR PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF DATA, PUNITIVE DAMAGES, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT OR FACILITIES, DOWNTIME, THE CLAIMS OF ANY THIRD PARTIES, INCLUDING CUSTOMERS, AND INJURY TO PROPERTY, RESULTING FROM THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM BREACH OF THE WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF NOKIA KNEW OF THE LIKELIHOOD OF SUCH DAMAGES. NOKIA 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.
11. Some states do not allow limitation of how long an implied warranty lasts, so the one year warranty limitation may not apply to you (the Consumer). Some states do not allow the exclusion or limitation of incidental and consequential damages, so certain of the above limitations or exclusions may not apply to you (the Consumer). This limited warranty gives the Consumer specific legal rights and the Consumer may also have other rights which vary from state to state.
12. Nokia neither assumes nor authorizes any authorized service center or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this limited warranty including the provider or seller of any extended warranty or service agreement.
13. This is the entire warranty between Nokia and the Consumer, and supersedes all prior and contemporaneous agreements or understandings, oral or written, relating to the Product, and no representation, promise or condition not contained herein shall modify these terms.
14. This limited warranty allocates the risk of failure of the Product between the Consumer and Nokia. The allocation is recognized by the Consumer and is reflected in the purchase price.
15. Any action or lawsuit for breach of warranty must be commenced within eighteen (18) months following purchase of the Product.
16. Questions concerning this limited warranty may be directed to:
Nokia Inc. Telephone: 1-888-NOKIA -2U (1-888-665-4228)

Facsimile: (813) 249-9619

TTY/TDD Users Only: 1-800-24-NOKIA (1-800-246-6542)

Website: www.nokiausa.com/support

Out of Warranty Repairs

Nokia's limited warranty provides for repair for manufacturing defects. The limited warranty does not cover damage caused by abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, unauthorized modifications, unauthorized connections, unauthorized repair, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Nokia, including damage caused by shipping.

In addition, your phone must be within the warranty coverage time period. For information on the warranty coverage time period and additional reasons why your phone may be considered out of warranty, please visit our [warranty information](#) section.

If the out of warranty device is "repairable", you will be contacted by the Nokia Authorized Service Center with a repair quote before the repair can begin. Prices vary by product and the nature of the repair. If the device is deemed "unrepairable" it will be returned to you without prior notification.