

### NOKIA MANUFACTURER'S LIMITED WARRANTY FOR NOKIA WITH WINDOWS PHONE

NOTE! This Manufacturer's Limited Warranty ("Warranty") is applicable only to authentic Nokia products with Windows Phone sold through authorised Nokia retail channels, and which Nokia has intended for sale in Australia or New Zealand.

NOTE! This Warranty is in addition to and does not limit the rights you may have under any mandatory consumer protection laws of your country.

**Australia**. Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably forseeable loss or damage. You are entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

**New Zealand.** Our products come with consumer guarantees that cannot be excluded under the Consumer Guarantees Act 1993 (NZ). Under consumer guarantees you are entitled to a replacement or refund for a failure of substantial character and for compensation for any other reasonably fore-seeable loss or damage. You are entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a failure of substantial character. Where your Nokia product was supplied to you for business purposes, consumer guarantees under the Consumer Guarantees Act 1993 (NZ) will not apply.

### 1. GENERAL

Nokia Corporation ("Nokia") provides this Warranty for the Nokia product(s) included in the original sales package ("Product"). Additional rights may arise under local law if the products are no longer in their original packaging.

Your Product is a sophisticated electronic device. Nokia strongly encourages you to read and follow its user guide. Please also note that your Product may contain parts, which can be damaged if not handled very carefully.

During the warranty period, Nokia or a Nokia authorised service centre will remedy defects in materials and workmanship free of charge and in a commercially reasonable time by either repairing or replacing your Product at its option. You may have other rights at local law during or after the warranty period. These are not excluded by this Warranty.

### 2. WARRANTY PERIOD

The warranty period starts when the Product is sold to an end-user for the first time. This can be evidenced either by (a) the proof of purchase issued by the first retailer or (b) the date your Product has first been successfully registered by Nokia.

In this Warranty, Nokia warrants the items in the sales pack as follows:



## (i) For the main device:

Australia. Twenty-four (24) months;

**New Zealand**. Twelve (12) months. From 1<sup>st</sup> April 2013, twelve (12) months if you obtained the device from 2degrees, or their dealers, and twenty-four (24) months if you obtained the device elsewhere in New Zealand;

To check the warranty status of your device, please go to <a href="www.nokia.com.au/warrantycheck">www.nokia.com.au/warrantycheck</a> (Australia) or <a href="www.nokia.co.nz/warrantycheck">www.nokia.co.nz/warrantycheck</a> (New Zealand).

- (ii) Twelve (12) months for accessories (other than those listed below);
- (iii) Six (6) months for the main device battery and the following consumable parts and accessories: chargers, desk stands, headsets, cables and covers;
- (iv) Twelve (12) months for the main device battery if the battery is integrated within the device and non-removable;
- (v) Twenty-four (24) months for the memory card, and three (3) months for the media on which any software is provided, e.g. CD-ROM.

No repair or replacement will renew or extend the warranty periods. However, 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.

### 3. HOW TO OBTAIN YOUR WARRANTY SERVICE

If you suspect that your Product may require service under this Warranty, please first visit <a href="https://www.nokia.com.au/support">www.nokia.com.au/support</a> (Australia) or <a href="https://www.nokia.co.nz/support">www.nokia.co.nz/support</a> (New Zealand) and follow any instructions on how to troubleshoot the suspected issue and how to proceed. You can also call the Nokia Careline for assistance (national or premium rates may apply). You can find information about how to contact Nokia in the sales package or from <a href="https://www.nokia.com.au/contactus">www.nokia.com.au/contactus</a> (Australia) or <a href="https://www.nokia.co.nz/contactus">www.nokia.co.nz/contactus</a> (New Zealand). If you call the Nokia Careline or use other available support, please have the following information readily available:

- Your name, address, telephone number, Nokia user account details, and other contact information;
- Your Product type, name, model number, product code, and serial number, which are available from the sales package of your Product;
- Date and place of purchase, as well as the name of the retailer from whom your Product was first purchased; and
- A short description of the issue affecting your Product.

You will need to deliver your Product to a Nokia authorised service centre at your own cost. If you visit a Nokia authorised service centre for assistance under this Warranty, please remember to bring along a copy of the original proof of purchase, which should clearly indicate the words "Tax Invoice" or the equivalent, and include the name and ABN number (Australia) or GST number (New Zealand)



of the seller, the date of purchase, a description of the product purchased, and the IMEI or other serial number of the product.

If you wish to claim under this Warranty, you must inform Nokia or a Nokia authorised service centre of the issue affecting your Product within a reasonable time from noticing it and always before the applicable warranty period expires (see section 2 above). After the warranty period, you may have other rights at local law. These are not excluded by this Warranty.

Nokia recommends that you register your Product with Nokia or activate a Nokia user account, which may in some circumstances enable Nokia to provide you a more personalised warranty service.

#### 4. WHAT THIS WARRANTY DOES NOT COVER

Nokia does not provide a Warranty for the following:

- 1. User guides
- 2. Any third party software, settings, content, data, or links installed or downloaded onto your Product at any time
- 3. Nokia and third party services or enabling clients (please read the terms and conditions that may accompany the services to review your applicable rights and obligations)
- 4. Normal wear and tear
- 5. Reduced charging capacity of the battery, which is a result of the natural end of life process of batteries
- 6. Defects or damage caused by: (a) misuse, (b) not using your Product in accordance with the user guide, (c) using your Product with, or connecting it to, any product, accessory, software, or service not manufactured or supplied by Nokia, (d) any products combined with your Product by a third party, or (e) other acts beyond Nokia's reasonable control
- 7. Damage caused by hacking, cracking, viruses, or other malware, or by unauthorised access to services, accounts, computer systems or networks
- 8. Damage caused by exposure of the Product 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
- 9. Pixel defects in your Product's display that are within the scope of industry standards. For more information on pixel defects and industry standards, please visit <a href="https://www.nokia.com">www.nokia.com</a>.

## This Warranty is not valid if:

- 1. Your Product has been (a) opened, modified, or repaired without Nokia's authorisation, or (b) repaired with unauthorised spare parts.
- 2. 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, and this shall be determined at the sole discretion of Nokia.
- 3. The software your product runs on has been modified, except by Nokia.

For the purposes of this Warranty, all software that Nokia has preinstalled on the product and which is necessary for its normal operation is considered Nokia software. In this Warranty, Nokia does not



warrant that any Nokia software (including updates and upgrades) provided with, in, or for your Product will meet your requirements, work in combination with any hardware or software not provided by Nokia, that the operation of Nokia software will be uninterrupted or error free or that any defects in the software are correctable or will be corrected. For Nokia software related defects, Nokia or a Nokia authorised service centre will make available the latest version of the Nokia software for reinstallation on your Product. Some Nokia software may be subject to separate licence terms. Please refer to <a href="https://www.nokia.com">www.nokia.com</a> or the license terms, which apply to the Nokia software, for information on support that may be available for it. This Warranty does not cover transport costs.

### 5. OTHER IMPORTANT NOTICES

An independent operator provides the SIM card and the cellular or other network or system on which your Product operates. Therefore, Nokia does not assume any responsibility for the operation, availability, coverage, services, or range of the cellular or other networks or systems. Before Nokia or a Nokia authorised service centre can repair or replace your Product, the operator may need to unlock the SIM-lock or other lock that may lock your Product to a specific network or operator. In these situations, please first contact your operator and request it to unlock your Product.

All parts of your Product that Nokia has replaced become Nokia's property. When repairing or replacing your Product, Nokia may use new or re-conditioned parts or products.

If this Warranty does not cover your Product or the service it requires, and you do not have a right to a repair or replacement under local law, Nokia and Nokia authorised service centres reserve the right to charge for the repair or replacement of your Product, as well as a handling fee.

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 they would not be operational.

### 6. LIMITATION OF NOKIA'S LIABILITY

Subject to rights under local law(s) that cannot be excluded, Nokia shall not under any circumstances be liable, either expressly or implicitly, for any damages or losses of any kind whatsoever resulting from loss of, damage to, or corruption of, content or data or the recreation or transfer thereof even if such loss, damage, or corruption was contributed to by your Product. There is always the risk of data loss, damage or corruption when using software. Please note that you should always back up all data and content (including, without limitation, any licence numbers and activation codes) stored on your Product before taking your Product in for service since service activities will erase all data from your Product.

TO THE EXTENT PERMITTED BY APPLICABLE LAW(S) NOKIA SHALL NOT BE LIABLE FOR ANY 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, EVEN IF IT IS NEGLIGENT. HOWEVER, LOCAL LAW MAY GIVE YOU ADDITIONAL REMEDIES IN DAMAGES THAT CANNOT BE EXCLUDED.



To the extent permitted by applicable law, Nokia's liability under this Warranty shall be limited to the purchase value of your Product.

Nokia Corporation Keilalahdentie 2-4 FIN-02150 Espoo Finland

### Australia

www.nokia.com.au/warranty
Nokia Careline: 1300 366 733
Email: www.nokia.com.au/asknokia

# **New Zealand**

www.nokia.co.nz/warranty

Nokia Careline: 0800 665 421 (0800 NOKIA1)

Email: www.nokia.co.nz/asknokia