SAMSUNG ELECTRONICS UK ("Samsung")

LIMITED WARRANTY

GENERAL

This document provides the terms and conditions of Samsung's limited warranty for consumer endusers ("Warranty").

For the purposes of this Warranty, a "business end-user" is any person using Samsung's products as part of its business, trade or profession. This includes natural persons acting in the course of their business, trade or profession where the law permits this. A "consumer end-user" is everyone else (**Consumer**").

The Warranty applies to claims made to Samsung by Consumers who purchase any certified refurbished Samsung branded product (a "Product") direct from <u>www.Samsung.com</u> in the UK or ROI.

This Warranty is valid for a Consumer who legally acquires ownership of the Product. Consumers who rent or lease a Product must contact the rental or leasing company to determine the applicability of this Warranty.

PLEASE NOTE THAT THIS WARRANTY IS A VOLUNTARY MANUFACTURER'S WARRANTY AND PROVIDES RIGHTS IN ADDITION TO, AND DOES NOT AFFECT LEGAL STATUTORY RIGHTS OF CONSUMERS RELATING TO SALE OF GOODS.

WHAT IS COVERED BY THIS WARRANTY

Standard warranty period

Samsung warrants that the Product is free of defects in materials and workmanship for 12 months from the date of the original purchase of the Product by the original Consumer ("Original Purchase Date")

Any claims under this Warranty registered outside the warranty period stated herein will not be accepted. A claim under this Warranty does not affect the remaining period of the Warranty.

The warranty does not apply to consumable items included with or in the product.

SOFTWARE UPDATE

From time to time, some electronic devices require software updates in order for them to work optimally in conjunction with other devices and networks. Samsung will freely provide all of these updates online, at <u>www.samsung.com</u> and/or elsewhere. It is the Consumer's responsibility to apply these updates and to ensure that the product has the most up-to-date software installed on it. If an issue with the Product can be resolved by installing a publicly available free Samsung software update then Samsung will not view such an issue as a defect covered by this Warranty.

SAMSUNG'S OBLIGATIONS

Subject to the terms of this Warranty, during the warranty period Samsung will, at its option repair any defects in the Product or issue a replacement free of charge (save for costs relating to transport, removal or installation of the product) within a reasonable period of time. Repair parts or replacement of the Product will be provided on an exchange basis and may be either new or refurbished to be functionally equivalent to the original refurbished product. The warranty period in respect of a repaired or replaced item shall be the remainder of the warranty period for the original product. All original items replaced in the performance of services under this Warranty shall become the property of Samsung and the replacement items will become the property of the Consumer.

HOW TO CLAIM

In the event that service under this Warranty is required, Consumers should contact the Samsung Customer Contact Centre and follow the instructions or advice given. If possible, Samsung may use a remote access method to diagnose any problem, in which case Consumers will be asked to provide consent that Samsung and/or its representative may remotely access the Product. Contact details for Samsung and the Samsung Customer Contact Centre are provided at the end of this Warranty.

Claims made under this Warranty are only valid upon presentation of the proof of purchase for the Product by the original Consumer, consisting of the original invoice or sales receipt or any other valid proof of purchase indicating the date of purchase, reseller name, model name or product number.

WARRANTY REPAIRS

Repairs carried out under this Warranty must be carried out by a Samsung Authorised Service Centre. No reimbursement or warranty will be provided for repairs carried out by a non-Samsung Authorised Service Centre.

EXCLUSIONS

This Warranty does not, in any event, cover the following:

- (a) periodic check-ups, maintenance and repair or replacement of parts due to normal wear and tear;
- (b) cosmetic damage, including but not limited to scratches and dents;
- (c) costs relating to transport, removal or installation of the product;
- (d) malfunction or damage caused by any cause not attributable to the manufacturing and design of the Product (including but not limited to fire, water, neglect, viruses, improper use, etc);
- (e) use of the product as part of a business, trade or profession;
- (f) abuse or misuse, including but not solely limited to the failure to use this product for its normal purposes or in accordance with Samsung's instructions for usage and maintenance;
- (g) use of the product in conjunction with accessories, chargers or supplies not approved by Samsung for use with this product;
- (h) failure of the product arising from incorrect or incomplete installation or use not consistent with technical or safety standards currently in force, or failure to comply with product manual instructions unless the installation is completed by Samsung;
- (i) damage to the battery caused by overcharging or failure to use in accordance with the specific instructions for the care of the product outlined in the product manual;

- (j) cases where the model, serial (IMEI) or product number on the product has been deliberately altered, deleted, removed or made illegible;
- (k) cases where any of the seals on the battery enclosure or cells are broken or show evidence of tampering;
- (I) cases where damage to the product has occurred as a result of reconfiguration of the shipped product (either hardware or software) except if Samsung previously agreed;
- (m) cases where damage of the display panel has occurred;
- (n) cases where Consumers refuse to provide Samsung with relevant password or security information of the product necessary for Samsung to provide services under this Warranty;
- (o) defects which may be fixed by the installation of official software or software updates not provided by Samsung, but being freely available within the market; and
- (p) issues resolvable using Samsung's standard repair methods (remote or automated management, Consumer installable parts) where the Consumer has refused to use such methods without reasonable cause.

Services performed by Samsung in rectifying any damage or defect caused as a result of any of these excluded reasons shall be subject to charges for labour, transportation and parts. Re-installation of original software may be subject to a charge.

DATA / CONSUMER ITEMS LEFT IN PRODUCT

Samsung accepts no responsibility for the Consumer's SIM Card, Memory Cards, CDs, DVDs or any other storage media or property belonging to the Consumer not removed from the Product before return for repair.

For the avoidance of doubt, this Warranty does not cover any third party hardware or software which may be sold or packaged with the Product.

The Consumer shall be responsible for backing-up and otherwise protecting their data against loss, damage or destruction. Samsung shall not be liable for the loss of any data howsoever caused.

LIMITATION OF LIABILITY

To the maximum extent permitted by applicable national laws, this Warranty will be the Consumer's sole and exclusive remedy against Samsung. Samsung shall not be liable for any consequential or indirect loss arising in connection with the Product. Nothing in this Warranty excludes the liability of Samsung (if any) to Consumers for personal injury or death, fraud, intentional acts or gross negligence or any matter which it would be illegal for Samsung to exclude its liability under law. Insofar as Samsung's liability is excluded or limited this shall also apply to its employees, staff, representatives and agents.

To the maximum extent permitted by law, Samsung shall not be liable for any failure in service as a result of Samsung or Samsung's agents, employees or contractors being delayed, prevented or hindered in the performance of its obligations under this Warranty by reason of any circumstance beyond its reasonable control. Consumer's statutory are not affected by this Warranty.

CONTACT DETAILS FOR SAMSUNG

UNITED KINGDOM & IRELAND

- 0330 SAMSUNG (7267864)
- Monday Saturday: 9am 6pm
- Sunday: CLOSED
- Click here to find your nearest service centre.

Please note that our opening hours may change on public and bank holidays. To maintain and improve the quality of our service, we may monitor and/or record telephone calls. If you need to call us from overseas, or prefer not to use 0330 SAMSUNG, you can call +44 (0)1932 454358. Call costs vary - please contact your provider for details.