

WARRANTY STATEMENT

CARTE DE GARANTIE

بطاقة الضمان

HTC End User License Agreement

Microsoft Software License Terms for
Windows Mobile 6 Software

HTC Corporation

No. 23, Xinghua Rd. Taoyuan City, Taoyuan County 330, Taiwan

English

LIMITED WARRANTY STATEMENT

This limited warranty shall apply to the HTC product (the "Product"). HTC warrants that the product is at the time of its original purchase free of defects in materials and workmanship ("Limited Warranty"). THIS LIMITED WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

This Limited Warranty is subject to the following terms and conditions:

- 1.** This Limited Warranty is given only to the original purchaser of the Product ("Customer"). This Limited Warranty may, however, be transferred to any individual to whom the Product is sold, where HTC has consented in writing to the transfer (and HTC will not unreasonably refuse consent). 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.
- 2.** This Limited Warranty shall last for twelve (12) months from the date of original purchase for mobile devices, and twelve (12) months for accessories (whether included in the mobile device sales package or sold separately) other than the media on which any software is provided, CD-ROM, memory card ("Warranty Period").

Customer shall present the PROOF OF PURCHASE upon claiming this Limited Warranty. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. 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.** Throughout the Warranty Period HTC or its authorized agent will, at their discretion, without charge and subject to Clause 7 repair or replace a defective Product. Repair or replacement may involve the use of functionally equivalent reconditioned unit. HTC will return the repaired Product or replaced with another functional equivalent Product to the Customer in good working condition. All replaced faulty parts or components will become the property of HTC.
- 4.** This Limited Warranty applies only to the hardware components of the Product as originally supplied and does not apply to any software or other equipment.
- 5.** If HTC repairs or replaces the Product, the 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 where you do not back-up your data.
- 7.** THIS LIMITED WARRANTY SHALL NOT APPLY IF THE DEFECT WAS CAUSED THROUGH ANY OF THE FOLLOWING:
 - a)** the Product serial number, the accessory date code the IMEI

number, water indicator or the warranty seal has been removed, erased, defaced, altered or is illegible; or

- b)** deterioration of the Product due to normal wear and tear; or
- c)** use other than in accordance with the user manual, 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 (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by defects in materials or workmanship. This Limited Warranty does not cover physical damage to the surface of the Product including but not limited to cracks or scratches on the LCD screen or camera lens; or
- d)** 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 or by the fact that the battery has been used in equipment other than those for which it has been specified; or
- e)** the defect was caused by a defective function of the cellular network or other system; or
- f)** the Product software needs to be upgraded due to changes in cellular network parameters; or

- g)** the defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by HTC or used in other than its intended use and where it can be shown by HTC that such defect is not the fault of the Product itself.
- 8.** Your 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.

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.

- 9.** In the event of Product failure, 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 the dealer where such Product was purchased or visit your local HTC website, or HTC service center or www.htc.com for further information.
 - c)** Before the Customer contacts HTC service agent, please ensure the following information is at hand:

- The model and serial number, IMEI number of the Product.
- The Customer's full address and contact information.
- A copy of the Customers original invoice, receipt or bill of sale of the purchase of the Product. HTC will provide the Customer with instructions regarding how and when the defective Product should be returned. HTC will pay costs in connection with both the return of the defective product to HTC and the repaired Product back to the Customer if the Defective Product is within the Warranty Period.

10. THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY HTC TO THE CUSTOMER.

IN NO EVENT SHALL HTC BE LIABLE UNDER THIS LIMITED WARRANTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, OR INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER 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. HTC does not exclude or limit liability for personal injury or death resulting from its own negligence, for defects in the Product arising out of its or its manufacturers' negligence.

THE LAWS OF CERTAIN COUNTRIES MAY STATE THAT THE

MANUFACTURER MAY NOT EXCLUDE OR LIMIT ASPECTS OF ITS LIABILITY TO THE CONSUMER. WHERE THAT IS THE CASE, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS LIMITED WARRANTY WILL NOT APPLY. 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. Please visit your local HTC website to obtain the latest version of the Limited Warranty for the Product.

For more information and to contact support, please refer to HTC webpage at: <http://www.htc.com>

Français

DÉCLARATION DE GARANTIE LIMITÉE

La présente Garantie Limitée s'applique au produit HTC (Le « Produit »). HTC garantit que le produit au moment de son premier achat ne comporte aucun défaut de matériel et de fabrication (« Garantie limitée »). LA PRÉSENTE GARANTIE LIMITÉE N'AFPECTE PAS VOS DROITS LÉGAUX.

La présente Garantie Limitée est sujette aux termes et conditions suivants :

- 1.** La présente Garantie Limitée n'est accordée qu'au premier acheteur du Produit (« Client »). La présente Garantie Limitée peut cependant être transférée à toute personne à laquelle le Produit est vendu, si HTC a donné son accord par écrit au transfert (HTC ne refusera pas son accord sans raison valable). Elle n'exclura pas, ni ne limitera pas
 - a)** les droits légaux éventuels du Client ou
 - b)** les droits éventuels du client à l'encontre du vendeur/distributeur du Produit.
- 2.** La présente Garantie Limitée durera douze (12) mois à partir de la date du premier achat pour les appareils mobiles et douze (12) mois pour les accessoires (qu'ils soient inclus dans le coffret ou vendus séparément), à l'exception des supports contenant les logiciels, tels que CD-ROM, carte mémoire (« Période de Garantie »).

Le Client doit présenter la PREUVE D'ACHAT pour faire une demande

d'utilisation de la Garantie Limitée. La présente Garantie Limitée n'est valable et ne s'applique que dans les pays dans lesquels le Produit est vendu. La disponibilité du service de garantie et les temps de réponse peuvent varier d'un pays à un autre et peuvent également être sujets à des conditions d'inscription dans le pays d'achat.

3. Pendant toute la Période de Garantie, HTC ou son agent agréé répareront ou remplaceront sans frais et dans le cadre de la Clause 7, à leur discrétion, un Produit défectueux. La réparation ou le remplacement peut impliquer l'utilisation d'une unité reconditionnée aux fonctions équivalentes. HTC retournera au Client le Produit réparé ou le remplacera par un autre Produit aux fonctions équivalentes dans une bonne condition de fonctionnement. Les pièces ou composants défectueux remplacés deviendront la propriété de HTC.
4. La présente Garantie Limitée ne s'applique qu'aux composants matériels du Produit tels que fournis à l'origine et ne s'applique pas aux logiciels ou autres équipements.
5. Si HTC répare ou remplace le Produit, le Produit réparé ou remplacé continuera à être couvert par la garantie pendant le temps restant de la Période de Garantie d'origine ou pendant trois (3) mois à compter de la date de réparation ou de remplacement ; la période applicable étant la plus longue d'entre les deux.
6. Avant de retourner toute unité pour être réparée, assurez-vous de sauvegarder les données et de supprimer toutes les informations confidentielles, exclusives ou personnelles du Produit. HTC n'est pas

responsable de la détérioration ou de la perte de tous programmes, données ou supports de stockage média lorsque vous ne sauvegardez pas vos données.

7. LA PRÉSENTE GARANTIE LIMITÉE N'EST PAS APPLICABLE POUR LES DÉFAUTS DUS AUX CAUSES SUIVANTES :

- a)** Le numéro de série du Produit, le code de date de l'accessoire, le numéro IMEI, l'indicateur d'eau ou le scellé de garantie a été retiré, effacé, abîmé, altéré ou est illisible.
- b)** La détérioration du Produit est due à l'usure normale.
- c)** Une utilisation contraire aux instructions du manuel d'utilisation, une manipulation brutale, une exposition à l'humidité ou à des conditions thermiques ou environnementales extrêmes ou une modification rapide de ces conditions, la corrosion, l'oxydation, des modifications ou des connexions non autorisées, une ouverture ou une réparation non autorisée, une réparation avec l'utilisation de pièces non autorisées, des accidents, les forces de la nature ou toutes autres actions raisonnablement indépendantes du contrôle de HTC (y compris, mais pas seulement, des déficiences dans les pièces remplacées périodiquement), à moins que le défaut ne soit causé directement par des défauts de matériel ou de fabrication. La présente Garantie Limitée ne couvre pas les dommages physiques à la surface du Produit, y compris, mais pas seulement, les fêlures ou les rayures sur l'écran LCD ou l'objectif de l'appareil photo.

- d)** Les défauts causés par le court-circuit de la batterie, causés par la rupture ou l'altération des scellés sur le boîtier de la batterie ou causés par l'utilisation de la batterie dans un équipement autre que celui pour laquelle elle a été spécifiée.
 - e)** Le défaut a été causé par une fonction défectueuse du réseau cellulaire ou d'un autre système.
 - f)** Les logiciels du Produit doivent être mis à jour du fait de modifications dans les paramètres du réseau cellulaire.
 - g)** Le défaut a été causé par l'utilisation ou la connexion du Produit avec ou à un accessoire non approuvé ou non fourni par HTC ou une utilisation autre que celle prévue et pour laquelle HTC peut démontrer qu'un tel défaut n'est pas dû au Produit lui-même.
- 8.** Votre Produit peut contenir des éléments spécifiques au pays, y compris les logiciels. Si le Produit a été réexporté de son pays de première destination vers un autre pays, le Produit peut contenir des éléments spécifiques au pays qui ne sont pas considérés comme un défaut dans le cadre de la présente Garantie Limitée.

TOUTE DEMANDE DE COUVERTURE DANS LE CADRE DE LA PRÉSENTE GARANTIE LIMITÉE EST SUJETTE À VOTRE NOTIFICATION À HTC OU D'UN AGENT DE SERVICE AGRÉÉ DE HTC DU DÉFAUT DÉCLARÉ DANS LA LIMITE D'UN TEMPS RAISONNABLE APRÈS QUE VOUS L'AYEZ DÉCOUVERT, ET DANS TOUS LES CAS, AVANT L'EXPIRATION DE LA PÉRIODE DE GARANTIE.

- 9.** En cas de panne du Produit, le Client doit procéder comme suit :
- a)** Se reporter au manuel d'utilisation afin d'identifier toute

possible solution au problème.

- b)** Si le problème ne peut pas être résolu en faisant référence au manuel d'utilisation, le Client doit alors contacter le revendeur où le Produit a été acheté ou visiter le site Web local de HTC ou le centre de service HTC ou www.htc.com pour des informations complémentaires.
- c)** Avant de contacter l'agent de service HTC, le Client doit s'assurer d'avoir préparé les informations suivantes :
- Le modèle et le numéro de série, le numéro IMEI du Produit.
 - L'adresse complète et les informations de contact du Client.
 - Une copie de la facture ou du reçu du Client pour l'achat du Produit. HTC fournira au Client des instructions sur la manière et la date de retour du Produit défectueux. HTC paiera les coûts à la fois pour le retour du Produit défectueux à HTC et pour le renvoi du Produit réparé au Client si le Produit défectueux est dans la Période de Garantie.

10. LA PRÉSENTE GARANTIE LIMITÉE DÉCRIT LA GARANTIE COMPLÈTE OFFERTE PAR HTC AU CLIENT.

EN AUCUN CAS HTC NE POURRA ÊTRE TENU RESPONSABLE DANS LE CADRE DE LA PRÉSENTE GARANTIE LIMITÉE DE PERTE DE PROFIT, DE PERTE DE BÉNÉFICES ANTICIPÉS, DE PERTE DE DONNÉES, DE PERTE D'UTILISATION DU PRODUIT OU DE TOUTE AUTRE ÉQUIPEMENT ASSOCIÉ, DE PERTES INDIRECTES, ACCESSOIRES OU CONSÉCUTIVES OU DE DOMMAGES DE QUELQUE NATURE QUE CE SOIT, DANS LES LIMITES

AUTORISÉES PAR LA LOI.

DANS TOUS LES CAS, LA SEULE RESPONSABILITÉ DE HTC OU DE SES FOURNISSEURS DANS LE CADRE DES PROVISIONS DE LA PRÉSENTE GARANTIE LIMITÉE EST LIMITÉE AU PRIX PAYÉ PAR LE CLIENT POUR LE MATÉRIEL. HTC n'exclut pas ou ne limite pas la responsabilité pour les dommages corporels ou les décès découlant de sa propre négligence, pour les défauts du Produit dus à sa négligence ou celle des ses fabricants.

LES LOIS DE CERTAINS PAYS PEUVENT INDIQUER QUE LE FABRICANT NE PEUT PAS EXCLURE OU LIMITER CERTAINES DE SES RESPONSABILITÉS ENVERS LE CLIENT. SI C'EST LE CAS, LES EXCLUSIONS OU LIMITES DE RESPONSABILITÉ DANS LA PRÉSENTE GARANTIE LIMITÉE NE SONT PAS APPLICABLES. La présente garantie donne au Client des droits légaux spécifiques. Le Client peut avoir d'autres droits, qui peuvent varier d'un pays à un autre.

La présente Garantie Limitée n'affecte pas les droits légaux des Clients spécifiques au pays d'achat. Ces droits restent protégés.

La présente Garantie Limitée sera mise à jour par HTC de temps à autres. Veuillez rendre visite au site Web local de HTC pour obtenir la dernière version de la Garantie Limitée pour le Produit.

Pour plus d'informations et pour contacter le support, veuillez consulter la page Web HTC : <http://www.htc.com>

العربية

بيان الكفالة المحدودة

تنطبق هذه الكفالة المحدودة على منتج HTC الذي يشار إليه لاحقاً بكلمة «المنتج»). وتكفل شركة HTC بأن المنتج في وقت شرائه الأصلي يكون خالياً من أي عيوب في المواد المكونة له وكذلك في طريقة عمله («كفالة محدودة»).

تخضع الكفالة المحدودة للبنود والشروط التالية:

١. ١. يتم منح هذه الكفالة المحدودة للمشتري الأصلي للمنتج فقط أو ما يشار إليه لاحقاً بكلمة («العميل»). وهذه الكفالة تتضمن ولا تقتصر على ما يلي:

(أ) أي حقوق قانونية للعميل أو

(ب) أي من حقوق العميل مقابل بائع/تاجر المنتج.

٢. ٢. مدة هذه الكفالة المحدودة إثني عشر (١٢) شهراً بدءاً من تاريخ الشراء الأصلي بالنسبة لأجهزة المحمول وإثني عشر (١٢) شهراً بالنسبة للملحقات (سواء كانت مضمنة في علبة بيع الأجهزة المحمولة أو المباعية بشكل منفصل) هذا بالإضافة إلى الوسيط الذي يتم من خلاله توفير البرنامج وCD-ROM وبطاقة الذاكرة. («فترة الكفالة»)

على العميل تقديم ورقة إثبات الشراء عند طلب هذه الكفالة المحدودة. قد لا يتم بيع أو تخصيص أو نقل أو منح هذه الكفالة المحدودة إلى أي مشتري أو

٧. لا يتم تطبيق هذه الكفالة المحدودة إذا نتج العيب عن أي مما يلي:

(أ) إذا تمت إزالة أو مسح أو تلف أو تغيير الرقم المسلسل للمنتج أو رمز تاريخ المنتج أو رقم IMEI أو مؤشر الميأة أو ختم الكفالة أو إذا كان غير مقروء؛ أو

(ب) إذا تلف المنتج نتيجة إهلاكه من الاستعمال العادي؛ أو

(ج) إذا ما تم استخدامه بخلاف ما هو متوافق عليه في دليل المستخدم. سواء كان ذلك من خلال التعامل القاسي أو التعرض للرطوبة أو البلل أو التعرض لظروف حرارية أو بيئية قاسية أو حدوث تغيير سريع في مثل هذه الظروف أو التآكل أو التأكسد أو وجود تعديلات أو توصيلات غير مرخص بها أو فتح أو إصلاح غير مرخص أو إصلاح من خلال استخدام قطع غيار غير مرخصة أو حوادث أو تأثير قوى الطبيعة أو إجراءات أخرى لا تخضع للرقابة المناسبة لشركة HTC (بما في ذلك وليس مقصوراً على أي نقص في القطع القابلة للاستهلاك) إلا إذا نتج العيب مباشرة بسبب عيوب في المكونات أو طريقة العمل. هذه الكفالة المحدودة لا تنطبق على التلف المادي الذي يلحق بسطح المنتج بما في ذلك وليس مقصوراً على التصدعات أو الخدشات التي تلحق بشاشة LCD أو عدسات الكاميرا؛ أو

(د) إذا كانت العيوب التي حدثت قد نتجت عن تيار كهربائي زائد أو نتيجة كسر الأختام الموجودة على البطارية أو الخلايا أو ظهور دليل للعبث أو

مقتني للمنتج. وتعتبر هذه الكفالة المحدودة صالحة وقابلة للتنفيذ فقط في الدول التي يتم بيع المنتج فيها.

٣. خلال فترة الكفالة، تلتزم شركة HTC أو وكيلها المعتمد، بحسب تقديرها، بدون تحمل أي مصروفات وبما يخضع للمادة ٧ بإصلاح أو استبدال المنتج المعيوب، وقد يشتمل الإصلاح أو الاستبدال على استخدام الوحدة التي تم إصلاحها لكي تعمل بشكل مناسب من الناحية الوظيفية. تقوم شركة HTC بإرجاع المنتج الذي تم إصلاحه أو استبداله بمنتج مناسب من الناحية الوظيفية إلى العميل وتضمن عمله بطريقة جيدة ومناسبة، جميع الأجزاء والمكونات المعيبة المستبدلة سترجع ملكيتها إلى شركة HTC.

٤. تنطبق هذه الكفالة المحدودة فقط على مكونات المنتج حسبما تم بيعها في الأصل ولا تنطبق على أي برنامج أو معدات أخرى.

٥. إذا قامت شركة HTC بإصلاح أو استبدال المنتج، فسوف تستمر كفالة المنتج الذي تم إصلاحه أو استبداله للمدة المتبقية من فترة الكفالة الأصلية أو لمدة ثلاثة (٣) أشهر بدءاً من تاريخ الإصلاح أو الاستبدال، أيهما أطول.

٦. قبل إرجاع أي وحدة للخدمة، تأكد من الحصول على نسخة احتياطية من البيانات وإزالة أي معلومات سرية أو ملكية أو شخصية من المنتج، شركة HTC غير مسؤولة عن تلف أو فقدان أي برامج أو بيانات أو وسائط تخزين قابلة للإزالة.

أ) الرجوع إلى دليل المستخدم للتعرف على المشكلة وتصحيحها.

ب) إذا تعذر حل المشكلة من خلال الرجوع إلى دليل المستخدم، يتعين على العميل الاتصال بالتاجر في المكان الذي تم شراء المنتج منه أو من خلال زيارة الموقع الإلكتروني المحلي لشركة HTC، أو من خلال الاتصال بمركز صيانة HTC أو الموقع الإلكتروني www.htc.com للحصول على المزيد من المعلومات.

ج) قبل أن يتصل العميل بوكيل صيانة HTC، يرجى التأكد من توفر المعلومات التالية:

- رقم الموديل والرقم المسلسل ورقم IMEI للمنتج.
- رقم الموديل والرقم المسلسل ورقم IMEI للمنتج.
- نسخة من الفاتورة الأصلية الخاصة بالعميل أو إيصال بيع المنتج. ستقوم شركة HTC بتزويد العميل بالتعليمات المتعلقة بكيفية وميعاد إرجاع المنتج المعيوب. وستقوم شركة HTC بدفع التكاليف المرتبطة بكل من إرجاع المنتج المعيوب إلى HTC وإرجاع المنتج الذي تم إصلاحه إلى العميل إذا كان المنتج المعيوب ضمن فترة الكفالة.

١٠. هذه الكفالة المحدودة تبين الكفالة الكاملة التي تقدمها شركة HTC للعميل. جميع الكفالات المضمنة التي تبرهن الجودة المرضية أو ملاءمة المنتج لغرض معين هي مقصورة على فترة الكفالة المناسبة. تخلي شركة HTC

نتيجة استخدام البطارية في أجهزة أخرى خلاف المحدد استخدامها فيها: أو

هـ) إذا نتج العيب بسبب إجراء غير سليم لشبكة الهاتف الخليوي أو لنظام آخر: أو

و) إذا كان يتعين تحديث برنامج المنتج نتيجة تغييرات في معاملات شبكة الهاتف الخليوي: أو

م) إذا كان العيب قد حدث بسبب استخدام المنتج أو توصيله بأحد الملحقات غير المرخصة أو التي توفرها شركة HTC أو استخدامه في غرض غير المخصص له أو من خلال ما يظهر لشركة HTC أن هذا العيب ليس خطأ في المنتج نفسه.

٨. قد يحتوي المنتج على مواصفات خاصة بدولة معينة. بما في ذلك البرنامج. إذا كان المنتج قد تم إعادة تصديره من بلد المنشأ الأصلية إلى دولة أخرى. وقد يحتوي المنتج على عناصر خاصة بدولة معينة حيث أنها لا تعد عيوباً وفقاً لهذه الكفالة المحدودة.

أي طلب يصدر وفقاً لهذه الكفالة المحدودة يخضع لك يتم من خلال إبلاغ شركة HTC أو وكيل الصيانة المعتمد لشركة HTC بالعيب المفترض خلال فترة معقولة من اكتشاف العيب وفي أي حدث قبل تاريخ انتهاء فترة الكفالة.

٩. في حالة فشل المنتج. يتعين على العميل اتخاذ الإجراءات التالية:

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