

GDDJ-09 device Limited Warranty

HTC warrants that **GDDJ-09** device ("Products") are 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:

1. This Limited Warranty is given to the Products offered or sold to Google Android developers as designated by Google.
2. Warranty Period. This Limited Warranty shall apply as follows:
 - (a) for Products (main unit only, excluding battery and accessories) twelve (12) months from June 9th, 2009
3. Subject to this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace defective Products throughout the Warranty Period. Either repair or replacement may involve the use of functionally equivalent reconditioned unit. In addition, HTC will, at its sole discretion, perform the refurbished service for the Products based on the price provided by HTC at the request of Developer.
4. This Limited Warranty applies only to the hardware of the Products 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. HTC is not responsible for the damage to or loss of any programs, data, or removable storage media.
7. Developer will contact HTC or HTC service agent for after sales service requirement. Developer shall collect the following information before contact HTC or HTC service agent: the model and serial number, IMEI number of the Product.
8. HTC or HTC service agent will provide Developer with instructions regarding how and when the defective Product should be returned. HTC will pay one-way transportation fees between HTC or its service agent and Developer, if the Defective Product is within the Warranty Period and complying with this Limited Warranty. HTC or HTC service agent will endeavor to repair or replace the defective Products in ten (10) days excluding the transportation, the communication with Developer, upon receipt of the defective Products from Developer.
9. Products with serial number, the accessory date code, the IMEI number, water indicator or the warranty seal removed, erased, defaced, altered or is illegible will not be eligible to this Limited Warranty.
10. Products 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.
11. 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 Developer and/or its end customers' modification, software re-flash, abuse, accident, neglect, improper handling, utilization or installation or operating the device not complying with user manual or quick start guide, if applicable.
12. **Dead-on-Arrival.** Any Products 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, free of charge. Products will be provided in plain packaging in accordance with HTC’s standard. For such DOA Products, HTC will pay two-way transportation fees between HTC or its service agent and Developer. Criteria for Dead on Arrival:
- (a) Products that are found malfunction upon notification from Developer within fourteen (14) calendar days from June 9th, 2009
 - (b) HTC will replace and/or repair DOA units within ten (10) working days after receipt of DOA units by HTC
 - (c) The malfunctions of the products are not caused by Developer and its modification, software re-flash, abuse, accident, neglect, improper handling, utilization or installation;
 - (d) There is no scratch on the Products, including but not limited to devices, chargers, headsets, batteries;
 - (e) It is a condition that Products are to be deemed as DOA must be claimed within three (3) months from manufacturing date.
13. In the event the product is not returned as stated in the above criteria, HTC will not categorize such returned product as DOA product and will perform the normal after-sales service. For the avoidance of doubt, Developer and HTC can reach other consensus in dealing with such non-DOA claims under mutually agreed conditions.
14. Any Products which returned but being verified by HTC as No Fault Found (“NFF”) will be returned to Developer at Developer’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. Developer agrees to cooperate with the local After-Sales Provider (“ASP”) authorized by HTC for the warranty services.
16. Developer shall be able to pass through the warranty to the end user. However, all end users must exclusively deal with Developer directly for all warranty and repair claims. It is Developer’s sole responsibility to prepare and provide warranty card and all necessary documents in relation to Limited Warranty which has met all applicable laws together with the Products while supplying to its end users.
17. HTC will, at its sole discretion and at the written notice of Developer and at Developer’s own cost, perform the repair and refurbishment on the Products deemed Out of Warranty by condition. HTC will provide a ninety (90) days Limited Warranty period for such Products. The price of performing such out of warranty service will be subject to HTC’s decision.
18. **DISCLAIMER.** UNLESS OTHERWISE STATED IN THIS **WARRANTY**, ALL PRODUCTS OR PRODUCT SOFTWARE OR COMPONENTS ARE PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK ARISING OUT OF THE USE OF THE PRODUCTS OR PRODUCT SOFTWARE REMAINS WITH DEVELOPER. HTC FURTHER DISCLAIMS ALL THE IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO NON-INFRINGEMENT,

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