

Valyuu Limited Warranty

Your certified pre-owned Product is covered by a warranty. This Limited Warranty gives you specific rights.

A. Product covered by this Limited Warranty.

This Limited warranty extends to certified pre-owned electronic products “(Products)” provided by Valyuu B.V. and purchased directly from Valyuu. This warranty does not cover Products if you use it in a manner incompatible with the intended use.

B. Who this Warranty Extends To

This limited warranty extends to the original purchaser or the original recipient of the Product in the case of a gift. The "original purchaser", for the purposes of this warranty, is the first purchaser of the Product only via Valyuu.com. The "original recipient" for purposes of this warranty is the first receiver of the Product registered during the buying process at Valyuu.com. This warranty is valid only for the period of time the Product is owned by the original purchaser/recipient of the Product. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO DETERMINE WARRANTY APPLICABILITY.

Valyuu limited warranties are not transferable and not applicable to the use of the Product for commercial or rental purposes.

C. Valyuu Limited Warranty and Responsibilities

Valyuu warrants the Products sold to you against defects or workmanships in functionality set for below ("Defects") forever when the products are used normally for their intended purposes.

D. What this limited Warranty Covers

THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS:

It covers all defects for hardware.

THIS LIMITED LIMITED WARRANTY DOES NOT COVER THE FOLLOWING:

- A product that is oxidized.
- "Cosmetic Damage" is defined as scratches, dents, dings, scuffs, stains, colour changes, normal wear and tear, technological obsolescence, or other non-functional changes in the Product's appearance that occur during normal handling and use.
- Damage or failure arising out of an accident.
- One or several components of the products were manipulated by a third party not authorised by Valyuu in connection with the defect for which the buyer seeks warranty coverage.
- Damage or failures arise from misuse, abuse, neglect, mishandling, misapplication, faulty installation, improper maintenance, or improper voltage supply.
- Damage or failure arises from interference from or with other electronic devices, alteration, firmware flashing, and bios flashing.
- Loss exceeding the original value or replacement value (whichever is the lesser) of the Product.
- Loss of functionality of the battery. It does not cover the perceived 'slowness' of charging and battery functionality using an adapter that the original manufacturer does not provide.
- Software defects.
- Damage to the phone caused by negligent shipping.
- Indirect or pure financial damage caused by the breakdown of the product, such as lost or damaged files.

In the event of a Defect, Valyuu's exclusive liability and your sole remedy under this limited warranty will be, at Valyuu's option, to provide repair or replacement, subject to your fulfilment of "Your Responsibilities" below. If this is not possible, Valyuu can choose a refund as a percentage of the purchase price, as shown in the table below, depending on your purchase date.

Purchase date	Percentage of the purchase price
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0-6 months	100%
7-12 months	75%
13-18 months	50%
19-24 months	25%
24+ months	10%

E. Your Responsibilities

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Product to Valyuu and provide Valyuu with proof of the original date of purchase. Should shipping costs be required to return your Product, you will be responsible for those costs. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited warranty.

Valyuu will repair or replace (as applicable) and ship your Product back to you within 90 days of receiving your original Product. You will not be responsible for any shipping costs associated with shipping replaced or repaired Product.

F. Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PRODUCT IS PROVIDED "AS IS" AND THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL VALYUU OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE PRODUCT OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF VALYUU HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. VALYUU'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

E. Applicable Law and Settlement of disputes

This Limited Warranty is governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Limited Warranty. Nothing in these terms affects the buyer's rights as a consumer domiciled in the EU to rely on the mandatory provisions of the local laws of their country of residence. Should the parties fail to reach an amicable settlement of their dispute, Valyuu B.V. and the buyer agree to submit it to the jurisdiction of the Dutch courts. The terms of this article shall not result in depriving consumers of the right to bring court proceedings or to defend themselves against court proceedings in the country where they reside or they are domiciled, nor shall they deprive them of the protective measures stipulated in their favour by the applicable rules and regulations of their country of residence.

F. Warrantor Valyuu B.V.

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