

## Limited Warranty Johns

### Introduction

Johns is specialised in developing, engineering, production, and Sales & Marketing of mobile phones and other hardware. Johns sells through its own website and other channels, but also through designated partners. Johns is a registered brand owned by Phone From The Supermarket BV a limited company registered in the Netherlands. The use of the names Johns and Phone From The Supermarket are interchangeable in this document.

### 1. Geography

#### **THIS LIMITED WARRANTY APPLIES TO NON-U.S. AND NON-CANADIAN PURCHASES**

This Limited Warranty is granted by and this Limitation of Liability is stipulated for the benefit of Johns (Phone From The Supermarket BV), Kruithuisstraat 25, 1098JT Amsterdam, The Netherlands; if you have made your purchase outside the United States and Canada.

### 2. Warranty Coverage

**2.1** Johns (Phone From The Supermarket BV) ("Johns") warrants that the Product ("Product") will be free from defects in workmanship and materials under normal use ("Defects") for a period of one (1) year from the date that the Product was first purchased by you ("Warranty Period"). During the Warranty Period the Product will be repaired or replaced at Johns' choice ("Limited Warranty") without charge for either parts or labour.

**2.2** Johns authorised distributors or service partners, in the country/region where you purchased the Product, will, at their option, either repair or replace the Product in accordance with the terms and conditions stipulated herein.

**2.3** If the Product is repaired after the Warranty Period has expired, the Warranty Period for the repair will expire six (6) months after the date of repair.

**2.4** The Limited Warranty does not apply to normal wear and tear, does not apply when the Product is opened or repaired by someone not authorized by Johns.

**2.5** The Limited Warranty does not cover repair or replacement of any Product or part thereof damaged by:

2.5.1 misuse, moisture, liquids, proximity or exposure to heat and accident, abuse, non-compliance with the instructions supplied with the Product, neglect or misapplication.

2.5.2 The Limited Warranty does not cover physical damage to the surface of the Product.

**2.6** Johns authorised distributors or service partners will evaluate the damage to the Product in accordance with the terms and conditions stipulated above, and if applicable send the Product back at your costs.

### **3. Procedure to apply for a Warranty Claim**

**3.1** In order to make a claim of a Defect, you must contact Johns by email during the Warranty Period via [www.johnsphones.com](http://www.johnsphones.com) to explain the Defect and to obtain an RMA number (Return Materials Authorization) if necessary.

**3.2** You must return the Product during the Warranty Period, along with an explanation of the Defect, to the address provided to you by Johns.

**3.3** If a defect arises and a valid claim under this Limited Warranty is received by Johns after the first one hundred and eighty (180) days of the Warranty Period, Johns is entitled to charge you for any reasonable shipping and handling costs made in connection with the repair or replacement of the Product.

**3.4** You must comply with any other return procedures stipulated by Johns, if any.

### **4. Your rights as a consumer**

**4.1** Some countries may not allow the exclusion or limitation of damages. It could therefore well be that the stated exclusions and limitations are not applicable to you.

**4.2** This Limited Warranty is the only express warranty made to you and is provided in lieu of any other express warranties or similar obligations (if any) created by any advertising, documentation, packaging, or other communications.

**4.3** If any part of this Limited Warranty is held to be invalid or unenforceable, the remainder of the Limited Warranty shall nonetheless remain in full force and effect.

**4.4** THERE ARE NO EXPRESS WARRANTIES, WHETHER WRITTEN OR ORAL, OTHER THAN THIS PRINTED LIMITED WARRANTY. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. Except for the Limited Warranty and to the maximum extent permitted by applicable law, Johns and its suppliers provide the Product "AS IS AND WITH ALL FAULTS", and hereby disclaim all other warranties and conditions, whether express, implied or statutory, including, but not limited to, any (if any) implied warranties, duties or conditions of satisfactory quality, of fitness for a particular purpose, of reliability or availability, of results, of workmanlike effort, and of reasonable care and skill, all with regard to the Product, or otherwise arising out of the use of the Product.

**4.5** Also, there is no warranty or condition of quiet enjoyment, quiet possession, or non-infringement with regard to the Product.

**4.5** This Limited Warranty does not affect any legal rights under applicable national legislation governing the sale of consumer goods.

**4.6** This Limited Warranty cannot be transferred to any other person or third party.

### **5. Limitation of Liability**

**5.1** IN NO EVENT SHALL JOHNS OR ITS LICENSORS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT

LIMITED TO LOST PROFITS OR COMMERCIAL LOSS TO THE FULL EXTENT  
THOSE DAMAGES CAN BE DISCLAIMED BY LAW. Neither Johns nor its suppliers shall be liable to you or to any third party for any damages either direct, indirect, incidental, consequential or otherwise (including in each case, but not limited to, damages for the inability to use the equipment or access data, loss of data, loss of business, loss of profits, business interruption or the like) arising out of the use of or inability to use the Product even if Johns has been advised of the possibility of such damages.

**5.2** Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract or anything else), the entire liability of Johns and any of its suppliers shall be limited to the amount actually paid by you for the Product.

**5.3** Johns shall not be liable for any fraud or fraudulent misrepresentation on the part of its employees and/or agents.

**5.4** Notwithstanding the above, neither party's liability for death or personal injury resulting from its own negligence shall be limited.

**If you would like to talk directly to Johns or would like to place an order over the phone, please call +31 88 777 2288, lines are open 8am-10pm Mon-Fri.**

**Johns Legal Department,**

**Last updated on November 2009.**

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