

Limited Warranty

If your Neonode Device fails to operate during normal use, due to defects in design, materials or workmanship, Neonode or its authorized Distributor/service center will, at their option, either repair or replace the Device with the terms and conditions stipulated herein.

Neonode or its authorized Distributor/service center reserve the right to charge a handling fee if the returned Device is found not to be under warranty according to the conditions below.

Please note that your personal settings, downloads and other information may be lost when your Neonode Device is repaired or replaced. Neonode or its authorized Distributor/service center will not reimburse you for any such loss. We recommend that you always make backup copies before handing in your Neonode Device for repair or replacement.

Warranty Period

- Twenty-four (24) months for the mobile device and accessories other than the consumable parts and accessories listed below.
- Six (6) months for the following consumable parts and accessories: batteries, chargers, desk stands, headsets, cables and covers.
- Ninety (90) days for the media on which any software is provided, e.g. memory card.

You must inform Neonode or its authorized Distributor/service center of the lack of conformity the Product within a period of two (2) months from the date on which you detect it.

Conditions

This limited warranty is valid only if the original proof of purchase for this Device issued by Neonode or an authorized dealer specifying the date of purchase and serial number (or IMEI number), is presented with the Device when turning it in for repair or replacement.

If Neonode or its authorized Distributor/service center repairs or replaces the Device, the repair for the defect concerned or the replaced Device shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair, whichever is longer. Repair or replacement may involve the use of functionally equivalent reconditioned units. Replaced parts or components will become the property of Neonode.

This warranty does not cover any failure of the Device due to (a) improper operation, storage, misuse or abuse, accident or neglect, such as physical damage (cracks,

scratches, etc.) to the surface of the Device resulting from misuse; (b) contact with liquid, water, rain, extreme humidity or heavy perspiration, sand, dirt or the like, extreme heat or food; (c) software or hardware modification or adjustment; (d) use of the Devices in other than customary manner, in accordance with the Neonode instructions for use and maintenance of the Device, or subjecting the Device to abnormal usage or conditions; (e) any other acts which are not the fault of Neonode, are excluded from warranty coverage.

Please note that some third party software applications might cause your SD-card to be corrupt or malfunction. Neonode does not cover any damage to the SD-card or other components caused by a third party software application.

A rechargeable battery can be charged and discharged more than a hundred times. However, it will eventually wear out – this is not a defect and corresponds to normal wear and tear. When the talk time or stand by time is noticeably shorter, it is time to replace your battery. Neonode or its authorized Distributor/service center provides, for a small fee, a replacement service for you.

The warranty for Neonode rechargeable batteries becomes void if any of the seals on the battery are broken or show evidence of tampering; the battery is used in equipment or service other than the cellular telephone equipment for which it is specified.

Minor variations in display brightness or colour may occur between the Devices. There may be small bright or dark dots on the display. These are called defective pixels and occur when individual dots have malfunctioned and cannot be adjusted. Two defective pixels are deemed acceptable.

Minor variations in camera image appearance may occur between phones. This is not uncommon and is not regarded as a defective camera module.

Since the cellular system on which the Device is to operate is provided by a carrier independent from Neonode, Neonode or its authorized Distributor/service center will not be held responsible for the operation, availability, coverage, services or range of that system. Neonode or its authorized Distributor/service center will not be held responsible for any problems caused by the SIM-card.

This warranty does not cover failures caused by installations, modifications, repair or opening of the Device performed by a non-Neonode authorized person.

The warranty does not cover Device failures which have been caused by use of accessories or other peripheral devices which are not Neonode branded original accessories intended for use with the Device. Neonode or its authorized Distributor/service center disclaims any and all warranties, whether express or implied, for failures caused by the Device or peripheral devices as a result of viruses, Trojan horses, spy ware, or other malicious software. Neonode or its authorized Distributor/service center strongly recommends that you install appropriate virus

protection software on your computer as well as on any peripheral devices connected to it. It is understood, however, that such software will never fully protect your Device or its peripheral devices and Neonode or its authorized Distributor/service center disclaims all warranties, whether express or implied, in case failure of such antivirus software do not fulfil its intended purpose.

Tampering with the plastic cover or any of the seals on the Device will void the warranty.

There are no expressed 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. In no event shall Neonode or its authorized Distributor/service center 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. Some countries/states do not allow the exclusion or limitation of incidental or consequential damages, or limitation of the duration of implied warranties, so the preceding limitation or exclusions may not apply to you.

The warranty provided does not affect the consumer's statutory rights under the applicable legislation in force, or the consumer's rights against the dealer arising from their sales/purchase contract.

Geographical scope of the warranty

If you have purchased your device directly from Neonode or from a vendor within the European Union use the return form found on www.neonode.com for instructions.

If you have purchased your Device within the Russian Federation, Neonode have appointed a service centre for warranty repairs. How to get in contact with the service centre is specified on your warranty card.

Please note that your Device is a sophisticated electronic device. Neonode strongly encourages you to familiarize yourself with the Quick Start Guide provided with the Device and our detailed user guides found on www.neonode.com. Please also note that the Device contains high precision displays, camera lenses and other such parts, which could be scratched or otherwise damaged if not handled very carefully.

Out of warranty repairs

If you request Neonode or its authorized Distributor/service center to repair your Product any time after the Warranty term or where this warranty does not apply due to the nature of the defect or fault, then Neonode or its authorized Distributor/service center may in its discretion carry out such repairs subject to you paying Neonode or

its authorized Distributor/service center its fees for such a repair or it may refer you to an authorised third party to carry out such repairs.