

## **LIMITED WARRANTY STATEMENT**

This limited warranty shall apply to the Cat phone (the "Product"). Bullitt Mobile warrants that the Product is at the time of its original purchase free of defects in design, material 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 Bullitt Mobile has consented in writing to the transfer (and Bullitt Mobile 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 twenty-four (24) 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). 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 Bullitt Mobile 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 components. Bullitt Mobile 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 Bullitt Mobile.
  
- 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 Bullitt Mobile 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 device. Bullitt Mobile 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, submersion in water greater failing to ensure the rear door, charger port cover and headset cover are securely fitted, immersion in water greater than depths of 1 meter for longer than 30 minutes, prolonged 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 Bullitt Mobile (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 scratches on the display, camera lens; or
- d)** the defects caused by the fact that the device has been dropped greater than 1.8 meters.
- e)** 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
- f)** the defect was caused by a defective function of the cellular network or other system; or
- g)** the Product software needs to be upgraded due to changes in cellular network parameters; or
- h)** the defect was caused by the fact that the Product was used with or connected to an accessory not approved or provided by Bullitt Mobile or used in other than its intended use and where it can be shown by Bullitt Mobile that such defect is not the fault of the Product itself.
- i)** performance issues or incompatibilities caused by editing of the registry settings, modifications of the operating software or 3<sup>RD</sup> party application downloads. Using custom operating system software may cause your device and application to work incorrectly.

**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 BULLITT MOBILE OR A BULLITT MOBILE 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)** Visit <http://www.catphones.com/support.aspx> and use the interactive tools to help solve your issues.
- b)** If the problem cannot be solved the user should then contact the dealer where such Product was purchased or visit [www.catphones.com/support](http://www.catphones.com/support) or Cat phones service centre for further information.

c) Before the Customer contacts Cat phones 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. Bullitt Mobile will provide the Customer with instructions regarding how and when the defective Product should be returned.

**10. THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY BULLITT MOBILE TO THE CUSTOMER. IN NO EVENT SHALL BULLITT MOBILE 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 BULLITT MOBILE 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.**

Bullitt Mobile 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 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 Bullitt Mobile from time to time. Please visit [www.catphones.com](http://www.catphones.com) to obtain the latest version of the Limited Warranty for the Product. For more information please refer to CAT webpage at: <http://www.catphones.com>

Disclaimer of Warranties; Exclusion of Liability

EXCEPT AS SET FORTH IN THE LIMITED WARRANTY SHARED ON CATPHONES.COM/SUPPORT THE PURCHASER TAKES THE PRODUCT "AS IS", AND BULLITT MOBILE MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT, INCLUDING BUT NOT LIMITED TO THE MERCHANTABILITY OF THE PRODUCT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE OR USE; THE DESIGN, CONDITION OR QUALITY OF THE PRODUCT; THE PERFORMANCE OF THE PRODUCT; THE WORKMANSHIP OF THE PRODUCT OR THE COMPONENTS CONTAINED THEREIN; OR COMPLIANCE OF THE PRODUCT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO. NOTHING CONTAINED IN THE INSTRUCTION MANUAL SHALL BE CONSTRUED TO CREATE AN EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE PRODUCT. IN ADDITION, BULLITT MOBILE SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM

THE PURCHASE OR USE OF THE PRODUCT OR ARISING FROM THE BREACH OF THE LIMITED WARRANTY, INCLUDING INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS.

BULLITT MOBILE IS NOT LIABLE FOR PERFORMANCE ISSUES OR INCOMPATIBILITIES CAUSED BY YOUR EDITING OF REGISTRY SETTINGS, MODIFICATION OF OPERATING SYSTEM SOFTWARE, OR 3<sup>RD</sup> PARTY APPLICATIONS DOWNLOAD. USING CUSTOM OPERATING SYSTEM SOFTWARE MAY CAUSE YOUR DEVICE AND APPLICATIONS TO WORK IMPROPERLY.