

Limited Warranty – New Kyocera Handsets Purchased from Page Plus Cellular

Kyocera Communications Inc. (“KYOCERA”) offers you a limited warranty that their product or products (the “Products”) purchased from Page Plus Cellular will be free from defects in material and workmanship for a period that expires one year from the date of sale of the Product to you, provided that you are the original end-user purchaser of the Product and provided that your purchase was made from an authorized supplier. Transfer or resale of a Product will automatically terminate warranty coverage with respect to that Product. This limited warranty is not transferable to any third party, including but not limited to any subsequent purchaser or owner of the Product.

KYOCERA shall, at its sole and absolute discretion, either repair or replace a Product (which unit may use refurbished parts of similar quality and functionality) if found by KYOCERA to be defective in material or workmanship, or if KYOCERA determines that it is unable to repair or replace such Product, KYOCERA shall refund the purchase price for such Product, provided that the subject Product (i) is returned, with transportation prepaid, to a KYOCERA authorized service center within the one year warranty period, and (ii) is accompanied by a proof of purchase in the form of a bill of sale or receipted invoice which evidences that the subject Product is within the one year warranty period (“Proof of Purchase”). After the one year warranty period, you must pay all shipping, parts and labor charges.

This limited warranty does not cover and is void with respect to the following: (i) any Product which has been improperly installed, repaired, maintained or modified; (ii) any Product which has been subjected to misuse (including any Product used in conjunction with hardware electrically or mechanically incompatible or used with accessories not approved by KYOCERA), abuse, accident, physical damage, abnormal operation, improper handling, neglect, exposure to fire, water or excessive moisture or dampness or extreme changes in climate or temperature; (iii) any Product operated outside published maximum ratings; (iv) cosmetic damage; (v) any Product on which warranty stickers or Product serial numbers have been removed, altered, or rendered illegible; (vi) cost of installation, removal or reinstallation; (vii) signal reception problems (unless caused by defects in material and workmanship); (viii) damage the result of fire, flood, acts of God or other acts which are not the fault of KYOCERA and which the Product is not specified to tolerate, including damage caused by mishandling, shipping and blown fuses; (ix) consumable (such as fuses); or (x) any Product which has been opened, repaired, modified or altered by anyone other than KYOCERA or a KYOCERA authorized service center.

USE ONLY KYOCERA APPROVED ACCESSORIES WITH KYOCERA PHONES.

USE OF ANY UNAUTHORIZED ACCESSORIES MAY BE DANGEROUS AND WILL INVALIDATE THE PHONE WARRANTY IF SAID ACCESSORIES CAUSE DAMAGE OR A DEFECT TO THE PHONE. KYOCERA SPECIFICALLY DISCLAIMS LIABILITY FOR ANY AND ALL DIRECT, INDIRECT, SPECIAL, GENERAL, PUNITIVE, EXEMPLARY, AGGRAVATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER FORESEEABLE OR UNFORESEEABLE OF ANY KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, UNANTICIPATED BENEFITS OR REVENUE, ANTICIPATED PROFITS ARISING OUT OF USE OF OR INABILITY TO USE ANY PRODUCT (FOR EXAMPLE, WASTED AIRTIME CHARGES DUE TO THE MALFUNCTION OF A PRODUCT) OR CONTRIBUTION OR INDEMNITY IN RESPECT OF ANY CLAIM RELATED TO A PRODUCT.

REPAIR OR REPLACEMENT OF A DEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE RELATING TO A DEFECTIVE PRODUCT, AS PROVIDED UNDER THIS WARRANTY, ARE YOUR SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY, AND SUBJECT TO THIS WARRANTY, THE PRODUCTS ARE APPROVED AND ACCEPTED BY YOU “AS IS”. KYOCERA MAKES NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND, ORAL OR VERBAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF TRADE USAGE OR OUT OF A COURSE OF DEALING OR COURSE OF PERFORMANCE.

NO DEALER, DISTRIBUTOR, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION OR ADDITION TO THIS WARRANTY.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, or allow limitation on how long an implied warranty lasts, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

For warranty service information, please call the following telephone number from anywhere in the continental United States and Canada: 1-800-349-4478 or 858-882-1401.