

## **WYPLAY CONTRACTUAL TWO-YEAR (2) LIMITED WARRANTY**

**WYPLAY, the Guarantor, is identified at the end of this document.**

### **WYPLAY'S WARRANTY OBLIGATIONS FOR THIS PRODUCT ARE LIMITED TO THE PROVISIONS SET FORTH BELOW:**

WYPLAY, as defined below, guarantees this product against manufacturing and material defects under normal use for a period of TWO (2) YEARS starting from the retail purchase date by the purchaser, initial end user ("Warranty Period").

If a defect or malfunction in the hardware product arises and a valid claim is received by WYPLAY during the Warranty Period, WYPLAY shall, at its option, and to the extent permitted by law:

- (1) correct the product's defect, if necessary at a distance;
- (2) repair the product free of charge using new parts or parts equivalent to new in performance and reliability;
- (3) exchange the product with a product that is new or equivalent to new in performance and reliability and is functionally equivalent to the original product;
- (4) or refund the purchase price of the product.

WYPLAY may request that you replace defective parts with new or reconditioned user-installable parts that WYPLAY shall supply in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by WYPLAY, will be guaranteed for whichever provides longer coverage of the following time periods: the period left to run on the original product's warranty or a period of ninety (90) days starting from the date of replacement or repair. When a product or part is exchanged, any replacement part becomes your property and the exchanged part becomes WYPLAY's property. Parts supplied by WYPLAY in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to WYPLAY and becomes WYPLAY's property.

If a defect arises and a valid claim is received by WYPLAY after the first one hundred and eighty (180) days of the Warranty Period have elapsed, a shipping and handling charge shall apply to any product repair or exchange undertaken by WYPLAY.

## **EXCLUSIONS AND LIMITATIONS**

This Warranty applies only to the products manufactured by or for WYPLAY that can be identified by the "WYPLAY" trademark, trade name, or WYPLAY logo annexed to it. The Warranty does not apply to any non-WYPLAY products, even if packaged or sold with the WYPLAY hardware product. Manufacturers, suppliers, or publishers, other than WYPLAY, may provide their own warranties to the end user purchaser, but WYPLAY, in so far as permitted by law, provides their products "as is".

WYPLAY does not guarantee that the operation of the product will be uninterrupted or error-free. WYPLAY is not liable for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply:

- (a) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials and manufacturing;
- (b) to cosmetic damage, including, in particular, scratches, dents, and broken plastic on ports;
- (c) to damage caused by use with non-WYPLAY products;
- (d) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes;
- (e) to damage caused by operating the product outside the permitted or intended uses described by WYPLAY;
- (f) to damage caused by servicing performed by anyone who is not a representative of WYPLAY;
- (g) to a product or part that has been modified to alter functionality or capability without the written permission of WYPLAY; or
- (h) if any WYPLAY serial number has been removed or defaced.

**Important: Do not open the product. Opening the product may cause damage that is not covered by this warranty. Only WYPLAY or an authorized service provider should perform servicing on this hardware.**

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER CONTRACTUAL WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, WYPLAY SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF WYPLAY CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY WYPLAY AT ITS SOLE DISCRETION.

No WYPLAY reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty. If any provision is held to be illegal or unenforceable, the legality or enforceability of the remaining provisions shall not be affected.

EXCEPT AS PROVIDED FOR IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, WYPLAY IS NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO, LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH WYPLAY PRODUCTS, AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE AFOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. WYPLAY DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA.

## **OBTAINING WARRANTY SERVICE**

Please access and review the online help resources (FAQ, guide) referred to in the documentation accompanying this hardware product before seeking warranty service.

If the product is still not functioning properly after making use of these resources, you may contact the warranty service. You must follow WYPLAY's warranty procedures.

WYPLAY may provide warranty service:

1. at a WYPLAY retail outlet or a WYPLAY authorised service provider (ASP), or the WYPLAY retail outlet, or the WYPLAY ASP may send the product to a WYPLAY repair service location;
- 2.
3. by sending you a carrier of our choice to pick up the product which you will have packed beforehand in accordance with our instructions, in order to ship the product to a WYPLAY repair service location;
4. by describing to you what action, reinitialisation or reinstallation you should carry out to correct your product's defects;
5. by sending you a new replacement product or part or a reconditioned customer-installable replacement product or part, to enable you to service or exchange your own product. Upon receipt of the replacement product or part, the original product or part becomes the property of WYPLAY. You agree to follow instructions, including, if required, arranging the return of the original product or part to WYPLAY in a timely manner. In the event the return of the original product or part is required, WYPLAY may request credit card authorisation as security for the retail price of the replacement product or part and applicable shipping costs. If you follow instructions, WYPLAY will cancel the credit card authorisation, so you will not be charged for the product or part and shipping costs. If you fail to return the replaced product or part as instructed, WYPLAY will charge the credit card for the authorised amount.

In accordance with applicable law, WYPLAY may require you to furnish proof of purchase details and/or comply with registration requirements before receiving warranty service.

WYPLAY will keep and use customer information in accordance with the WYPLAY Customer Privacy Policy which may be consulted in Article 13 of the General Conditions of Sale.

**If your product is capable of storing software programmes, data and other information**, you should make periodic backup copies of the information and programmes contained on the product's hard drive or other storage media in order to protect your information and as a precaution against possible operational failures. Before you deliver or send your product for warranty service, it is your responsibility to keep a separate backup copy of the contents, and disable any security passwords. You are responsible for reinstalling all software, information and passwords. **IT IS POSSIBLE THAT THE CONTENTS OF YOUR HARD DRIVE WILL BE LOST OR REFORMATTED IN THE COURSE OF WARRANTY SERVICE.** WYPLAY and its agents are not responsible for any damage to or loss of programmes, data or other information contained on the media or any part of the product serviced. Your product will be returned to you configured as originally purchased, subject to applicable updates. You will be responsible for reinstalling all other programmes, software, data and passwords. Recovery and reinstallation of system and application software and user data are not covered by this Warranty.

## **STATUTORY RIGHTS OF WARRANTY**

**IN ADDITION TO THE CONTRACTUAL TWO-YEAR LIMITED WARRANTY, WYPLAY GUARANTEES AGAINST ANY POSSIBLE LACK OF CONFORMITY (ARTICLE L. 211-15 OF THE FRENCH CONSUMER CODE) AND HIDDEN DEFECTS AS PER THE CONDITIONS SPECIFIED IN ARTICLES 1641 TO 1649 OF THE FRENCH CIVIL CODE.**

In accordance with the provisions of article L. 211 – 15 of the Consumer Code, the following articles apply to consumers and are provided below:

**ARTICLE L. 211-4 OF THE CONSUMER CODE:**

*"The seller is required to deliver a product which conforms to the contract, and is held liable for any lack of conformity existing upon delivery.*

*The Seller is also held liable for any lack of conformity caused by the packaging, the assembly instructions, or the installation, if the Seller assumed responsibility for this under the contract or had it carried out under his responsibility."*

**ARTICLE L. 211-5 OF THE CONSUMER CODE:**

*"To conform to the contract, the product must:*

*1. Be suitable for the purpose usually associated with such a product and, if applicable:*

*- correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model;*

*- have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, particularly including advertising and labelling;  
or*

*2. Have the features defined by mutual agreement between the parties or be suitable for any special use required by the buyer which was made known to the seller and to which the latter agreed."*

**ARTICLE L. 211-12 OF THE CONSUMER CODE:**

*"The right to legal action resulting from lack of conformity lapses two years after delivery of the product."*

**ARTICLE 1641 OF THE CIVIL CODE:**

*"A seller is bound by a warranty for any hidden defects in the item sold which render it unfit for the use for which it was intended, or which so impair use that the buyer would not have acquired it, or would only have paid a reduced price for it, had he been aware of them."*

**ARTICLE 1648 OF THE CIVIL CODE:**

*"The legal action resulting from the latent defects must be brought by the buyer within a period of two years following the discovery of such a defect."*

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