

## **Google Consumer Hardware Limited Warranty – UK, EEA (except France) and Switzerland**

This Limited Warranty applies if you are a consumer and purchased your Google-branded product ("Google Product") in the UK, EEA (except France) or Switzerland.

This Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided to you by statutory law. Those statutory rights are not restricted or reduced by this Limited Warranty. This means the Limited Warranty benefits are in addition to, and not instead of, your statutory rights. If your Google Product is defective you may have statutory rights which you can claim against the company who sold you the Google Product, in particular for the repair or replacement of your defective Google Product, or alternatively, in some cases and some countries, a refund, a price reduction or the right to cancel the contract for sale and make a claim for damages or expenses.

**What does this warranty cover and how long does it last?** Google warrants that the Google Product will be free from defects in materials and workmanship under normal use as described in the published product documentation for two years from the date of original purchase by you anywhere in the UK, EEA (except France) or Switzerland ("Limited Warranty").

**What is not covered by this warranty?** This Limited Warranty is only valid and enforceable in the UK, EEA (except France) and Switzerland and will only apply if you are a consumer and have purchased your Google Product from Google or its authorised resellers in the UK, EEA (except France) or Switzerland. This Limited Warranty can be redeemed anywhere in the UK, EEA (except France) and Switzerland. This Limited Warranty only applies to hardware components (and not to any software elements) of the Google Product. This Limited Warranty also does not apply to any consumable parts, such as batteries or protective coatings, that due to their nature diminish over time, unless failure has occurred due to a defect in materials or workmanship, nor to any cosmetic damage unless failure has occurred due to a defect in materials or workmanship. This Limited Warranty does not apply to damage caused by: (1) normal wear and tear; (2) accidents; (3) misuse (including failure to follow published product documentation); (4) neglect; (5) disassembly (including opening or attempting to open the outer casing of your Google Product); (6) alterations; and (7) external causes such as, but not limited to: liquid damage, exposure to sharp objects, exposure to excessive force, anomalies in the electrical current supplied to the Google product and extreme thermal or environmental conditions. Liquid damage voids this Limited Warranty. This Limited Warranty does not guarantee that use of the Google Product will be uninterrupted or error-free. This Limited Warranty is not applicable to Google Products refurbished by third parties, even if sold by a Google-authorised reseller. For Google Products refurbished by third parties, you may have statutory rights which you can claim against the party who sold you the Google Product refurbished by a third party.

**What will Google do? (THIS IS YOUR EXCLUSIVE REMEDY UNDER THE LIMITED WARRANTY.)** If a defect covered by this Limited Warranty arises and you return your Google Product to Google during the two-year Limited Warranty period, Google will elect, in its discretion, to either (i) repair your Google Product with new or refurbished parts, in order to provide you with a Google Product functionally at least equivalent to a new Google product; (ii) replace your Google Product with a new or refurbished Google Product functionally at least equivalent to a new Google product; or (iii) accept

the return of your Google Product in exchange for a refund of the purchase price you paid for your Google Product. For the full two-year period of your Limited Warranty you do not need to show that the Google product was defective on delivery (provided the defect is covered by this Limited Warranty). If Google replaces or repairs your Google Product, the replaced or repaired Google Product will continue to be warranted for the remaining time of the original warranty period or 90 days from the date of delivery of the replaced or repaired Google Product, whichever period is longer. Before sending your Google Product for repair or replacement you should make a separate backup of any user-generated data that may be stored on your Google Product (if your Google Product allows you to). Repair or replacement of your Google Product may result in loss of your user-generated data. All returned parts for which you have received a replacement will become the property of Google. Nothing in this Limited Warranty will reduce or otherwise affect your statutory rights in relation to your Google Product.

**What if my Google Product also has damage which is not covered by this Limited Warranty?** If, in addition to a defect covered by this Limited Warranty, your Google Product also has damage which is not covered (for example, damage caused by normal wear and tear or misuse by you), then Google is only responsible for addressing the defect covered by this Limited Warranty. In certain circumstances, Google may be prevented from or restricted in carrying out the repair work until the damage which is not covered has also been fixed. For example, if your Google Product has a cracked screen then this may prevent Google from carrying out the repair work unless the screen is also fixed. If this happens, Google may notify you and may give you the option of: (1) Google repairing the damage not covered by this Limited Warranty at your cost (and Google will tell you the amount in advance); or (2) Google returning your Google Product to you without carrying out any repair work.

**What if my Google Product is damaged by liquid?** If your Google Product has sustained liquid damage this Limited Warranty no longer applies and Google will not carry out any repair work. Google will give you the option of: (1) replacing your Google Product at your cost (and Google will tell you the amount in advance); or (2) Google returning your Google Product to you.

**How do you make a claim?** To make a claim under this Limited Warranty, please contact the Google support team for your Google Product at [g.co/warrantyclaim](https://g.co/warrantyclaim). We'll need your name, contact information, and the serial number on your Google Product. Before receiving warranty service, Google may require that you provide proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Google's procedures for obtaining warranty service. Please refer to the following Privacy Policy for more information on how we handle that data: [g.co/privacy](https://g.co/privacy). If you use this Limited Warranty in accordance with its terms, Google will be responsible for the packaging and shipping costs associated with returning the Google Product to Google from anywhere in the UK, EEA (except France) or Switzerland. If a replacement or repair is provided, Google will also be responsible for the packaging and shipping costs associated with sending you a replacement or repaired Google Product to anywhere in the UK, EEA (except France) or Switzerland.

**Other limitations:** No employee or representative of Google or its affiliates or any third party is authorised to make any modification, extension, or addition to this Limited Warranty. If any term of

this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

This Limited Warranty is given by Google LLC, whose registered address is at 1600 Amphitheatre Parkway, Mountain View, CA, 94043, USA, and it gives you specific legal rights.

**If you purchased your Google Product in any of the following countries, then the following terms apply:**

**Where purchased in France:**

The seller is liable for the lack of conformity of your Google Product in the conditions of articles L. 217-1 and seq. of the French Consumer Code (sales contract for goods) and for the hidden defects of your Google Product sold under the conditions set out in articles 1641 and seq. of the French Civil Code.

**THE LEGAL GUARANTEE OF CONFORMITY**

The seller is required to deliver a Google Product that complies with the contract and the objective and subjective criteria described below. The Google Product shall:

- meet the description, type, quantity and quality set forth in the contract, including functionality, compatibility and interoperability, and be fit for the purpose for which it is intended;
- if applicable, have the qualities that have been presented by the seller through a sample or model before the conclusion of the sales contract;
- be fit for any particular purpose you have required and that you brought to the seller's attention at the latest at the moment of the conclusion of the contract, and in respect of which the seller has given acceptance;
- be delivered with all accessories and installation instructions provided for in the contract and on the product page and, if applicable, be delivered with all accessories, including packaging and setup guidelines that you can legitimately expect;
- if applicable, be supplied with the updates provided for in Article L.217-19 of the French Consumer Code;
- if applicable, be inter-connected or integrate digital elements provided following the most recent version available at the time of your purchase, unless it is indicated that the digital elements do not correspond to the latest version available on the product description page;
- meet the quantity, quality and other characteristics, including durability, functionality, compatibility and safety, that you may reasonably expect

from goods of the same type, taking into account the nature of the goods and any public statements made by or on behalf of the seller, provided that the seller is aware of such statements or has a reasonable basis for knowing them, or that such statements have not been corrected prior to your order or do not affect the purchase decision.

The seller is also liable for any lack of conformity resulting from the packaging, the setup instructions or the installation if the seller is responsible for the installation under the agreement or the installation is carried out under its responsibility, or if your incorrect installation of the product is due to deficiencies or mistakes in the installation instructions provided by the seller.

The seller is liable for any lack of conformity existing at the time of delivery of the Google Product and arising within two years of delivery.

If the Google Product is interconnected with digital elements, such as software or an application, that are necessary for its functioning, the following time limits apply to such digital elements:

- If the supply of the digital element is continuous for two years or less, or where no duration of supply is specified, the seller is liable for any defect in the digital element existing at the time of delivery of the Google Product that appears within two years of delivery.
- If the supply of the digital element is continuous for more than two years, the seller is liable for any defect in the digital element that existed at the time of supply of the Google Product and which appears during the period within which the digital element is supplied.

In the event of a lack of conformity, you will be able to choose between repairing or replacing your Google Product, subject to the cost conditions defined in Article L. 217-12 of the French Consumer Code.

You are exempted from proving the existence of the lack of conformity of the Google Product for a period of 24 months following its delivery.

If the Google Product includes digital elements and provides for the continuous supply of the digital elements, you will be exempted from proving the non-conformity of said digital element for:

- 24 months from delivery of the Google Product where the digital element is provided for a term of two years or less or where no term is stated, or
- the period for which the digital element is provided where such period is greater than two years.

Any Google Product repaired under the legal guarantee of conformity is covered by a six-month extension of this guarantee.

If you choose to have your Google Product repaired, but the repair is not carried out and you are provided with a replacement instead, the replacement of your Google

Product will start a new period of legal guarantee of conformity for the replaced Google Product.

If you ask for a repair covered by the legal guarantee of conformity, any period where your Google Product is not available for use while it is being repaired suspends the guarantee that remained to run until the delivery of the repaired Google Product. The warranty period is also suspended during any period in which you negotiate with the seller for an amicable settlement.

Contract for the supply of digital contents and digital services:

For a single act of supply of the digital content or service, you may make a claim under the legal guarantee of conformity for lack of conformity of the digital content or service arising within two years of the supply.

If the supply of the digital content or service is continuous, you can file a claim under the legal guarantee of conformity for lack of conformity arising during the period in which the digital content or service is supplied.

You may then request that your Google Product be brought into conformity, subject to the cost conditions defined in Article L. 224-25-19 of the French Consumer Code. You will then be exempted from proving the existence of the lack of conformity of the Google Product for a period of 12 months following its delivery.

#### THE HIDDEN DEFECTS GUARANTEE

You may also decide to claim under the guarantee against hidden defects concerning the Google Product sold as provided for by Article 1641 of the French Civil Code and you will then be able to choose between the resolution of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code. Subject to the circumstances provided for by articles 1645 and 1646 of the French Civil Code, you may also claim damages or ask to be reimbursed for the expenses incurred by the sale.

You shall bring a claim on the grounds of the hidden defects guarantee within two years from the discovery of the defect.

**The Limited Warranty mentioned above is not applicable.** In all cases, the seller remains liable under the applicable legal warranties set out above, and in particular for (i) any lack of conformity, as defined by Articles L. 217-1 et seq. of the French Consumer Code, and (ii) any hidden defect defined by Articles 1641 et seq. of the French Civil Code.

If you purchased your Google Product directly from Google:

To make a claim under any of these statutory warranties, please contact the Google support team for your Google Product at [g.co/warrantyclaim](https://g.co/warrantyclaim). We'll need your name, contact information, and the serial number on your Google Product.

If you are making a claim under the warranty of conformity, you will need to provide a proof of purchase in addition to the above.

If you did not purchase the Google Product directly from Google:

You still have the option to make a claim to Google with respect to the warranty against hidden defects by contacting the Google support team for your Google Product at [g.co/warrantyclaim](https://g.co/warrantyclaim). We'll need your name, contact information and the serial number on your Google Product.

Please refer to the Privacy Policy for more information on how we handle that data at [g.co/privacy](https://g.co/privacy)

### **Where purchased in Italy:**

If you are a consumer, in addition to this Limited Warranty, you will be entitled to the statutory warranty granted to consumers under Sections 128 to 135 of the Italian Consumer Code (Legislative Decree No. 206/2005). This Limited Warranty does not affect the statutory warranty in any way. The statutory warranty has a two-year duration from delivery of your Google Product, and may be exercised within two months from discovery of the relevant defect.

### **Where purchased in Belgium:**

If you are a consumer, in addition to this Limited Warranty, you will be entitled to a two-year statutory warranty pursuant to the provisions on the sale of consumption goods in the Belgian Civil Code. This statutory warranty commences on the date of delivery of your Google Product. This Limited Warranty is additional to, and does not affect, the statutory warranty.

### **Where purchased in the Netherlands:**

If you are a consumer, this Limited Warranty is in addition to and will not affect your rights pursuant to the provisions on the sale of consumption goods in Book 7, Title 1 of the Dutch Civil Code.

In the section "What is not covered by this warranty?", the phrase "Liquid damage voids this Limited Warranty" will be deleted and replaced with "If your Google Product sustains liquid damage, this Limited Warranty will no longer apply and you will not be able to rely on this Limited Warranty for any damage which would otherwise be covered by this Limited Warranty."

### **Where purchased in Ireland:**

If you are a consumer, this Limited Warranty operates alongside, and in addition to, your statutory rights under Irish consumer law. Under Irish consumer law, if your Google Product is defective or does not conform with the contract for sale, you may be entitled to have the Google Product repaired or replaced at Google's expense, or you may be entitled to a refund. These Irish consumer law rights expire six years from the date of delivery of your Google Product.