

EVE DISTRIBUTION LTD.

www.evedevices.com
www.euro.evedevices.com

One (1) Year Limited Warranty

For products sold on evedevices.com (“PRODUCT”) Only
IMPORTANT: USING YOUR PRODUCT YOU ARE AGREEING TO BE
BOUND BY THE TERMS OF THE EVE DISTRIBUTION LTD.
(hereinafter referred to as EVE) ONE (1) YEAR LIMITED WARRANTY
 (“WARRANTY”) AS SET OUT BELOW.

1.THE RELATIONSHIP BETWEEN CONSUMER LAW AND THIS WARRANTY

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS UNDER HONG KONG SPECIAL ADMINISTRATIVE REGION LAW.

2.WARRANTY LIMITATIONS SUBJECT TO CONSUMER LAW

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EVE DISCLAIMS ALL STATUTORY AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS, TO THE EXTENT PERMITTED BY LAW. IN SO FAR AS SUCH WARRANTIES CANNOT BE DISCLAIMED, EVE LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS WARRANTY AND, AT EVE’S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW.

3.CUSTOMERS’ RIGHTS OF WITHDRAWAL

If you are not satisfied with the products you purchased from evedevices.com store, you may return the products with the original receipt and original packaging together with all accessories, user guide and any gift items in the package to the address assigned by Eve at your own cost after claiming return within fourteen (14) days of the date of receiving. Once the return claim has been received customer shall provide a tracking number for the shipment within 14 days of return request. The Product returned should be in good condition. If the product packaging has been opened there will be a deduction of 20% from purchase price. If light cosmetic damage, eg. Scratches deduction shall be 30%. If items missing and/or item heavily damaged 50% shall be deducted from purchase price. Eve has the right to refuse the Product on the ground of damages, scratches or missing accessories. The returned Product which is

not in good condition will be sent back to the Customer at the customers's expenses.

4.ISSUES COVERED BY THIS WARRANTY

(i) The coverage of warranty of Products purchased on evedevices.com store of 1 year (Warranty Period) starts from the date of delivery and is limited to the following time periods :

- a) Tablet computer: a period of 12 months from date of delivery.
- b) Keyboard: a period of 6 months from the date of delivery.
- c) Accessories: Adaptor, Cable, Dongle, Pen a period of 6 months from the date of delivery.

Unless otherwise specified, this warranty covers the hardware components of the Product as originally supplied and does not cover, or partially covers software, consumable items, or accessories even if packaged or sold together with the Product.

(ii)The limited warranty only covers product defects caused by workmanship or build materials. To make a claim, present your original Proof of Purchase (invoice), model and serial number of the product, and photo evidence of the product's defects and other information as required by Eve from time to time from the Eve Customer Service;

(iii)Any repair and replacement service covered by warranty, will be paid by customer to ship to Eve defined location and sent back to consumer free of charge if deemed under warranty;

(iv) Eve may use rebuilt, reconditioned or new parts and components when repairing any product. Alternatively, we may replace the defective product entirely with a rebuilt, reconditioned or new product.

(v)If Product is returned to Eve after the expiration of the warranty period, Eve's normal service policies shall apply and customer will be charged accordingly.

a) Eve assumes no obligation or liability beyond that which is expressly provided for in this limited warranty.

b) All warranty information, pricing, product features and specifications are subject to change.

5.ISSUES NOT COVERED BY THIS WARRANTY

5.1 This Warranty does not apply to (a) any non-Eve branded hardware product of whom the manufacturers, suppliers, or publishers, other than Eve, may provide their own warranties to you – please contact them for further information. (b) Software distributed by Eve is not covered by this warranty even if packaged or sold with Eve hardware. Eve does not warrant that the operation of the Product will be uninterrupted or error-free. (c) Software distributed by Eve with or without the Eve (including, but not limited to system software) is not covered by this Warranty. Eve does not warrant that the operation of the Product will be uninterrupted or error-free. Eve is not responsible for damage arising from failure to follow instructions relating to the Product's use.

2. This Warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to the product of which the seals of the battery are broken and/ or have been tampered with, or the subject warranty claim is related to the use of an aftermarket battery; (c) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship; (d) to damage caused by use with a third party component or product that does not meet the Product's specifications ; (e) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause; (f) to damage caused by operating the Product outside instructions. (g) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Eve ; (h) to a Product that has been modified to alter functionality or capability without the written permission of Eve; (i) to defects caused by normal wear and tear or otherwise due to the normal aging of the Product; (j) if any serial number has been removed or defaced from the Product; or (k) if Eve receives information from relevant public authorities that the product has been stolen or if you are unable to deactivate passcode-enabled or other security measures designed to prevent unauthorized access to the Product, and you cannot prove in any way that you are the authorized user of the product (e.g. by presenting proof of purchase); (l) to the defect that arises out of the warranty period of the product

6. CUSTOMERS' RESPONSIBILITIES

CUSTOMERS SHOULD UPDATE OPERATING SYSTEM, DRIVER AND OTHER PROGRAMS TO ENABLE REQUIRED INFORMATION FOR SECURITY PROTECTION PROGRAM AND MAKE PERIODIC BACKUP COPIES OF THE INFORMATION CONTAINED ON THE PRODUCT STORAGE MEDIA TO PROTECT THE CONTENTS AND AS A PRECAUTION AGAINST POSSIBLE OPERATIONAL FAILURES.

Before receiving warranty service, Eve or its agents may require that you furnish proof of purchase details, respond to questions designed to assist with diagnosing potential issues and follow Eve's procedures for obtaining warranty service. Before submitting your Product for warranty service, you should maintain a separate backup copy of the contents of its storage media, remove all personal information that you want to protect and disable all security passwords.

DURING WARRANTY SERVICE THE CONTENTS OF THE STORAGE MEDIA WILL BE DELETED AND REFORMATTED. EVE AND ITS AGENTS ARE NOT RESPONSIBLE FOR ANY LOSS OF SOFTWARE PROGRAMS, DATA OR OTHER INFORMATION CONTAINED ON THE STORAGE MEDIA OR ANY OTHER PART OF THE PRODUCT SERVICED.

Following warranty service your' Product or a replacement device will be returned to you as your' Product was configured when originally purchased, subject to applicable updates. Eve may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software. Third party applications installed on the Product may not be compatible or work with the Product as a result of the system software update. You will be responsible for reinstalling all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this Warranty. Privacy policy is available via the Internet on the Eve's Website.

Important: Do not disassemble the Product. Disassembling the Product may cause damage that is not covered by this Warranty. Only Eve should perform service on this Product.

7. BREACH OF THE WARRANTY

If during the Warranty Period you submit a claim to Eve in accordance with this warranty, Eve will, at its option:

- (i) repair the Product using new or previously used parts that are equivalent to new in performance and reliability,
- (ii) replace the Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously used parts that are equivalent to new in performance and reliability, or
- (iii) exchange the Product for a refund of your purchase price deducting cosmetic damage and packaging cost.

A replacement part or Product, assumes the remaining term of the Warranty or three (3) months from the date of replacement or repair, whichever provides longer coverage for customer. When a Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Eve 's property.

8. THE WAY TO OBTAIN WARRANTY SERVICE

Please access and review the online help resources described below before seeking warranty service. If the Product is still not functioning properly after making use of these resources, please contact an Eve representative using the information provided below. An Eve representative will help determine whether your Product requires service and, if it does, will inform you how Eve will provide it. When contacting Eve via telephone, other charges may apply depending on your location.

Online information with details on obtaining warranty service is provided on evedevices.com.

9.WARRANTY SERVICE OPTIONS

Eve will provide warranty service through one or more of the following options:

(i) mail- in service. If Eve determines that your Product is eligible for mail-in service, Eve will send instructions on how to properly pack and address your product, so that you may ship your Product to an Eve Repair Service Center (ERSC). Instructions may be sent to you via email. Once service is complete, the ERSC will return or replace the Product to you. Eve will pay for shipping back to your location if all instructions regarding the method of packaging and shipping the Product are followed.

(ii) Do-it yourself (DIY) parts service. DIY parts service allows you to service your own Product. If DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Eve requires return of the replaced Product or part. Eve will ship a replacement Product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced product.

(b) Service where Eve does not require return of the replaced Product or part. Eve will ship you free of charge a replacement Product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced Product or part.

(c) Eve is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, please contact Eve on evedevices.com store.

(d) Eve is not responsible for any damage occurred in DIY service.

Eve reserves the right to change the method by which Eve may provide warranty service to you, and your Product's eligibility to receive a particular method of service. You may be responsible for shipping and handling charges if the Product cannot be serviced in the country it is in.

10. LIMITATION OF LIABILITY

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EVE IS NOT RESPONSIBLE 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, COMPROMISE 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 THE

PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED ON THE PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. EVE DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR REPLACE THE PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED IN THE PRODUCT.

11. GENERAL

No Eve reseller, agent, or employee is authorized to make any modification, extension, or addition to this Warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. This Warranty is governed by and construed under the laws of the Hong Kong Special Administrative Region. Eve or its successor in title is the warrantor under this Warranty.

This document was last updated on 18/07/2019.