



Terms and Conditions

Warranty conditions

ARCHOS' obligations concerning material and de-materialized products under this guarantee is limited to the following.

Guarantees on Archos products depend on product type as defined below:

Product Type	Duration of the Guarantee
Tablets, MP3, MP4	2 years
Smartphone	2 years
Accessory	1 year

A. EXTENT OF THE GUARANTEE

1. ARCHOS guarantees products (hardware part) against hardware or manufacturing defects for a duration as defined above. The user is required to keep the original receipt of purchase, proving the date of purchase, for the duration of this period. A copy of this receipt of purchase will be asked of the user for the validation of his/her guarantee. Only receipts of purchase from authorized resellers will be accepted by ARCHOS. For example, proofs of purchase such as bank or credit card statements; Visa, Mastercard, Amex, Discovery... etc. or statements from payment providers such as Paypal, Authorizenet.com, etc. will not be accepted by ARCHOS.

2. ARCHOS does not guarantee the correct functioning of products in the event of the installation of programs or applications that do not conform to product specifications.

3. ARCHOS' guarantee only covers defects resulting from normal use of the product, and therefore does not apply to:

- products that present major cosmetic damage (e.g. dents, cracks, scratches etc.) and/or traces of humidity/corrosion or foreign bodies (e.g. drinks and foodstuffs etc.);
- products that have suffered incorrect or inadequate maintenance or modification;
- software, interfaces, media, parts and material that are not provided by or approved by ARCHOS;
- products that have been using an incorrect power supply;
- any use of the product that does not follow product specifications and design.

4. If during the guarantee period, ARCHOS receives notification of a material defect that follows the guarantee conditions, ARCHOS will either repair the product using new or refurbished parts, or replace the faulty product with a new product or a product built with new or refurbished parts that offers equivalent functionalities. In the event that ARCHOS can neither repair nor replace the faulty product, ARCHOS commits to replacing the product with a comparable product*. When a product or part is replaced by ARCHOS, ARCHOS automatically becomes the owner of the defective object and the client becomes the owner of the replacement object. (* that will have, at least, the same functionalities and features as the replaced product)

5. ARCHOS is not required to replace a defective product if the defective product has not been sent to ARCHOS by the client.

6. ARCHOS cannot and will not be held responsible for the loss of data stored on the returned product. **We recommend that users make a backup of their data prior to the return of the product.** The hard drive and other internal memory systems are systematically formatted (even should the fault have no link to such hardware). Products returned to the user will contain none of the user's personal data.

7. The guarantee is non-transferable. ARCHOS will not guarantee purchases carried out by exchange or auction or second hand purchases. This clause also applies to second hand sales, exchanges or auctions carried out on internet sites specialized in auctions and second hand sales.

8. ARCHOS products are equipped with batteries that have a limited number of possible recharges. As such the autonomy of a battery will progressively deteriorate over time. ARCHOS does not guarantee the batteries for a specific duration, in that the deterioration of battery autonomy includes variables that are out of the control of ARCHOS, such as the frequency of discharging/recharging.

9. ARCHOS does not guarantee any damages that occur to the LCD screens of sold products. LCD screens can present pixel defects immediately or over time. An LCD screen that has at least two defective pixels in the same area will be considered as defective. A defective pixel being a pixel that is either permanently black or permanently white. ARCHOS will set the perimeter of the area of pixels concerned

B. LIMITS OF GUARANTEE

To the extent allowed by local law, neither Archos nor its third party suppliers make any other warranty or condition of any kind, whether express or implied, with respect to the Archos products, and specifically disclaim the implied warranties or conditions of merchantability, satisfactory quality, and fitness for a particular purpose.

C. LIMITATIONS OF LIABILITY

To the extent allowed by local law,

- the remedies provided in this Warranty Statement are the customer's sole and exclusive remedies.
- except for the obligations specifically set forth in this warranty statement, in no event shall Archos or its third party suppliers be liable for direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory and whether advised of the possibility of such damages.

D. GENERAL CONDITIONS FOR THE RETURN OF PRODUCTS AND TECHNICAL SUPPORT

1. Returns within the guarantee period

- ARCHOS reserves the right to verify that the faulty function of the returned article is not due to abnormal or incorrect use by the user.
- FOR ALL PRODUCT RETURNS A RETURN MERCHANDISE AUTHORIZATION (RMA) IS REQUIRED. Users can either call our telephone support line to obtain an RMA or go to their account section on www.archos.com, to complete the repair request form, our technical support team will either accept or refuse the return. ARCHOS will do their best to complete repairs on the users product within 10 working days of reception of the product. ARCHOS' repair obligations as related to the guarantee defined above terminates after the period of guarantee or due to the limitations of the guarantee as laid out above. However ARCHOS reserves the right to propose attractive commercial trade-in offers, on the condition of the return of the defective product which will then become the property of ARCHOS, after the

acceptance of said offer by the end user. This trade-in offer can only be used on the ARCHOS internet store www.archos.com,

2. Shipping fees: shipping fees of the product to ARCHOS are at the expense of the user. ARCHOS will not be responsible for paying any additional import, customs or additional insurances charges.
3. We call your attention to the fact that ARCHOS reserves the right to refuse any insufficiently wrapped package on arrival. Inadequate packaging can be the cause of additional damage to your product for which ARCHOS cannot be held responsible.
4. All products returned must display the return number clearly and legibly on the return package. Any article returned without an RMA number cannot be accepted by our returns service.
5. If you receive a returned product that is damaged, please inform your courier service immediately (Post office, Fedex, UPS, ...).