

HTC VIVE FOCUS DEVELOPER KIT LIMITED WARRANTY

United Kingdom

PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

BY USING YOUR "VIVE FOCUS DEVELOPER KIT" PRODUCT OR ACCESSORY, YOU AGREE TO THE LIMITED WARRANTY.

THIS PRODUCT CAN ONLY BE PURCHASED BY BUSINESS / ENTERPRISE CUSTOMER FOR VIVE FOCUS RELEVANT HARDWARE AND SOFTWARE DEVELOPMENT USE, AND ARE NOT INTENDED FOR PERSONAL CONSUMER PURCHASE.

YOUR VIVE FOCUS DEVELOPER KIT MAY ONLY BE UTILIZED BY THE ORIGINAL PURCHASER OR ACQUIRER AND MAY NOT BE RESOLD, DISTRIBUTED, OR OTHERWISE TRANSFERRED.

THIS WARRANTY IS DISTINCT FROM ANY STATUTORY RIGHTS UNDER ANY MANDATORY CONSUMER PROTECTION LAWS APPLICABLE TO YOU. IT IS INTENDED TO GRANT YOU SPECIFIC, AND AS THE CASE MAY BE, ADDITIONAL RIGHTS, WITHIN THE LIMITS OF WHAT IS PERMISSIBLE UNDER THE LAW, AND IS NOT INTENDED TO REPLACE OR SUPERSEDE THESE STATUTORY RIGHTS. BEFORE EXERCISING YOUR RIGHTS UNDER THIS WARRANTY, YOU SHOULD FAMILIARISE YOURSELF WITH YOUR STATUTORY RIGHTS, AS IT MAY BE PREFERABLE TO EXERCISE THESE INSTEAD OF MAKING A CLAIM UNDER THIS WARRANTY.

DEFINITIONS

The following definitions apply to this Limited Warranty:

1. **"Product"** means the VIVE FOCUS Developer Kit virtual reality system provided in the box at the time of original purchase from an authorized retailer and which consists of the head mounted display ("VIVE FOCUS Headset") and the handheld controller ("VIVE FOCUS Controller").
2. **"Accessory"** or **"Accessories"** means other secondary component(s) that are supplied with the Product at the time of sale and included in the box and which includes the USB Type-C cable and HTC Rapid Charger 3.0; provided that it was manufactured by or for HTC and purchased from an authorized retailer and can be identified by the "HTC" or "VIVE" trademark, trade name, or logo affixed to the component, if present, as originally supplied.
3. **"Warranty Period"** means six (6) months from the date You purchased or received delivery of the Product from an authorized Retailer.
4. **"You"** or **"Your"** means the original retail purchaser and/or original end-user of the Product.
5. **"Normal Use Conditions"** means the business-entity customers' use under normal conditions in accordance with the user instruction materials (**User Manual** as defined below) provided with the Product or Accessory or posted on-line.

6. “**User Manual**” means the user instruction materials and safety guide packaged with the Product or Accessory or posted on-line.

WHO IS OFFERING THIS LIMITED WARRANTY

This Limited Warranty is granted to You by HTC Corporation of No. 23, Xinghua Road, Taoyuan District, Taoyuan City 330, Taiwan (“HTC”).

WHAT IS COVERED BY THIS LIMITED WARRANTY?

During the Warranty Period HTC warrants that the Product or Accessory will be free from defects in material and workmanship if used under Normal Use Conditions in accordance with the user instruction materials packaged with the Product or Accessory or posted on-line.

This Limited Warranty is given only to You, and may not be sold, assigned, transferred, or given in full or in part to any subsequent purchaser or acquirer of the Product or Accessory or any other person.

TERRITORY

This Limited Warranty is only valid and enforceable for Products or Accessories that HTC has released for sale in, and had purchased in the United Kingdom.

A Product or Accessory can only be return for repair under this Limited Warranty in the country where it had purchased. Warranty service availability and response time may vary from country to country.

You also acknowledge that specific export laws and regulations may apply to you depending on your country of residence and you agree to comply with all such laws and regulations if you export your Product or Accessory.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty does not apply other than to the Product or Accessory. It therefore does not apply to any non-HTC equipment or any software (e.g. software development kit (SDK) and android application package (APK) support) whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product. It therefore does not apply to any non-HTC equipment or any software whatsoever, whether developed by HTC or a third party, even if intended or labelled as for use with the Product. Third party manufacturers, suppliers, or publishers may provide warranties for their own products and You may contact them directly for service.

EVEN WITH RESPECT TO THE PRODUCT OR ACCESSORY YOU PURCHASED, THIS LIMITED WARRANTY SHALL NOT APPLY:

1. if the Product or Accessory serial number, the date code, the water indicator, or the warranty seal (void label) has been removed, erased, defaced, or altered, or is illegible;
2. to any deterioration of the cosmetic appearance of the Product or Accessory due to normal wear and tear;
3. to consumable parts, such as AAA batteries, wrist strap, face cushion or protective coatings that are reasonably expected to diminish over time, unless failure has occurred due to a malfunction;

4. to malfunctions caused by the battery, if improperly installed by You or another person, if the seals of the battery enclosure or the cells are broken or show evidence of battery leakage or tampering, or if used in equipment other than that for which it has been specified;
5. to malfunctions caused by electrical surges or other electrical current problems that are not the fault of the Product or Accessory;
6. to use not in accordance with the user manual or not under Normal Use Conditions;
7. to rough handling; use outdoors; exposure to liquids; dampness or extreme thermal or environmental conditions or a rapid change in such conditions; corrosion; or oxidation;
8. to unauthorized modifications or connections or unauthorized opening, repair by use of unauthorized spare parts, or repair by an unauthorized person or location;
9. to accidents, forces of nature, or other actions beyond the reasonable control of HTC (including but not limited to deficiencies in consumable parts) unless the defect was caused directly by a malfunction;
10. to physical damage to the surface of the Product or Accessory, including but not limited to cracks or scratches on the surfaces of the Product or Accessory, including any screen or lens;
11. to any computer or other product to which the Product may connect. HTC does not warrant that the operation of the Product or Accessory will be uninterrupted or error-free;
12. where the software loaded on the Product, including but not limited to the operating system and/or firmware, needs to be upgraded, if such updates can be loaded by You;
13. to any Product in which the operating system and/or firmware has been altered, including any failed attempts to alter the operating system, regardless of whether such modifications are authorized, approved, or otherwise sanctioned by HTC;
14. to malfunctions caused by unplugging any cable from the Product, or powering off the Product, or powering off your computer during the firmware update;
15. to malfunctions caused by the use of the Product or Accessory with or connection of the Product to an accessory not approved or provided by HTC, or used in any way other than its intended use and where such defect is not the fault of the Product itself. Use of non-HTC accessories may void this Limited Warranty.

HOW DO I OBTAIN WARRANTY SERVICE?

In the event of a perceived malfunction in the Product or Accessory, You should take the following actions:

1. Refer to the user manual and/or resources available at www.vive.com/support/ in order to identify and correct the problem. **Please note that opening the Product or Accessory may cause damage that is not covered under the Limited Warranty.**
2. If the problem cannot be resolved by reference to the user manual and/or resources available at www.vive.com, You should contact the Retailer from which You purchased the Product or Accessory

or visit www.vive.com/support/ for further information on contacting HTC customer care for assistance. Only HTC or a HTC authorized service center should perform service on the Product or Accessory.

3. When You contact the retailer or HTC, please be sure to have the following information available:
 - a. The model and serial number of the Product or Accessory.
 - b. Your full address and contact information.
 - c. A copy of the original invoice, receipt or bill of sale for the purchase of the Product. You must present a valid proof of purchase upon making any claims pursuant to this Limited Warranty.

Upon completion of these steps, HTC will provide You with instructions regarding how and when the Product or Accessory should be returned. You may be responsible for costs in connection with the return of the Product or Accessory to HTC. Before returning the Product to HTC for warranty service, You must backup and delete your personal digital data stored on the Product storage media. HTC and HTC authorized service centers are not responsible for any loss of any kind of digital data stored on the Product storage media.

If You return the Product or Accessory during the Warranty Period and it satisfies the terms of this Limited Warranty, HTC or its authorized agent will, at its sole discretion, repair or replace it. Repair or replacement may involve the use of a functionally equivalent reconditioned Product and/or parts. The retailer or HTC will return the repaired or replacement Product or Accessory to You in good working condition. Any Product, Accessory, or parts or components thereof that are replaced under the terms of this Limited Warranty become the property of HTC.

If HTC repairs or replaces the Product or Accessory, the repaired or replaced Product or Accessory shall continue to be warranted for the remaining time of the original Warranty Period or for the same failure symptom for three (3) month from the date of repair or replacement, whichever is longer.

Rather than ask You to return the Product or Accessory, HTC may instead elect to supply user-installable parts directly to You to fulfill its Limited Warranty obligations. You in turn agree to return the replaced parts if requested by HTC.

HTC must be notified of a perceived malfunction during the applicable Warranty Period in order for You to be eligible for any remedy under the Limited Warranty. Do not ship Your Product or Accessory directly to HTC unless You are asked to do so when following the steps above. If You need to return the Product or Accessory for warranty service, the steps above must be followed.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED IN THIS WARRANTY, HTC SHALL ONLY BE LIABLE FOR LOSSES OR DAMAGES YOU SUFFER AS A RESULT OF HTC BREAKING THIS LIMITED WARRANTY IF THE LOSSES ARE A FORESEEABLE CONSEQUENCE OF THIS BREACH. WE ARE NOT RESPONSIBLE FOR INDIRECT LOSSES WHICH HAPPEN AS A SIDE EFFECT OF THE MAIN LOSS OR DAMAGE AND WHICH ARE NOT FORESEEABLE BY YOU AND HTC INCLUDING BUT NOT LIMITED TO LOST PROFITS OR COMMERCIAL LOSS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF DATA, LOSS OF PRIVACY, OR LOSS OF CONFIDENTIALITY.

NOTWITHSTANDING THE FOREGOING AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE, THE ENTIRE LIABILITY OF HTC AND ITS SUPPLIERS UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT OR ACCESSORY (AS APPLICABLE). THESE EXCLUSIONS APPLY EVEN IF HTC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

GENERAL PROVISIONS

1. **Governing Law**: This Limited Warranty will be governed by the law of the United Kingdom and the relevant English courts will have exclusive jurisdiction in relation to this Limited Warranty.
2. **Severability**: Except as specifically provided above, if any part of this Limited Warranty is found by a court to be invalid or unenforceable, this will not affect the validity enforceability of any other part of the Limited Warranty.