

### Don't touch the antenna area

Avoid touching the antenna area (see CD for more information) of your Vertu phone unnecessarily when the phone is switched on. Contact with the antenna area affects call quality and may cause the phone to operate at a higher power level than otherwise needed and reduce the talk time of your Vertu phone.

### Obey laws

When using your Vertu phone, obey all laws and respect local customs, privacy and legitimate rights of others, including copyrights.

### Care and maintenance

Your Vertu phone has been crafted from some of the finest materials. Please see the CD for full care and maintenance instructions. Damage caused to your Vertu phone by failing to observe these care instructions is not covered by the warranty.

### Charm attachment

The charm attachment point is designed for Vertu charms which should be fitted by your authorised Vertu dealer. The charm attachment point is not a lanyard loop fixing.

### SAR Notice – RM-266V

YOUR VERTU PHONE (MODEL: Signature, TYPE: RM-266V, FCC ID: P7QRM-266V) MEETS GUIDELINES FOR EXPOSURE TO RADIO WAVES

Your Vertu phone is a radio transmitter and receiver. It is designed not to exceed the limits for exposure to radio waves recommended by international guidelines. These guidelines were developed by the independent scientific organization ICNIRP and include safety margins designed to assure the protection of all persons, regardless of age and health.

## **Vertu safety and warranty information**

The exposure guidelines for mobile devices employ a unit of measurement known as the Specific Absorption Rate or SAR. The SAR limit stated in the ICNIRP guidelines is 2.0 watts/kilogram (W/kg) averaged over ten grams of tissue. Tests for SAR are conducted using standard operating positions with the device transmitting at its highest certified power level in all tested frequency bands. The actual SAR level of an operating device can be below the maximum value because the device is designed to use only the power required to reach the network. That amount changes depending on a number of factors such as how close you are to a network base station. The highest SAR value under the ICNIRP guidelines for use of the device at the ear is 0.68 W/kg.

This phone meets RF exposure guidelines when used either in the normal use position against the ear or when positioned at least 2.2cm (7/8 inch) away from the body. When a carry case, belt clip or holder is used for body-worn operation, it should not contain metal and should position the phone the above-stated distance away from your body. In order to transmit data files or messages, this device requires a good quality connection to the network. In some cases, transmission of data files or messages may be delayed until such a connection is available. Ensure the above separation distance instructions are followed until the transmission is completed.

Use of device accessories and enhancements may result in different SAR values. SAR values may vary depending on national reporting and testing requirements and the network band. Additional SAR information may be provided under product information at [www.vertu.com](http://www.vertu.com).

**USA and Canada:** Your mobile device is also designed to meet the requirements for exposure to radio waves established by the Federal Communications Commission (USA) and Industry Canada. These requirements set a SAR limit of 1.6 W/kg averaged over one gram of tissue. The highest SAR value reported under this standard during product certification for use at the ear is 0.76 W/kg and when properly worn on the body is 0.54 W/kg.

## **Declaration of conformity**

We, Vertu declare under our sole responsibility that the product, Model Signature, type RM-266V is in conformity with the provision of the following Council Directive: 1999/5/EC.

A copy of the Declaration of Conformity can be found at <http://www.vertu.com>

## **Export controls**

Your Vertu phone may contain commodities, technology, or software exported from the United States in accordance with the Export Administration regulations. Diversion contrary to U.S. law is prohibited.

## **FCC/Industry Canada notice**

Your Vertu phone may cause TV or radio interference (for example, when using a telephone in close proximity to receiving equipment). The FCC or Industry Canada can require you to stop using your phone if such interference cannot be eliminated. If you require assistance, contact Vertu Concierge. This device complies with Part 15 of the FCC rules. Operation is subject to the following two conditions: (1) this device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

Any changes or modifications not expressly approved by Vertu could void the user's authority to operate this equipment.



Signature  
RM-266V

## **EU recycling notice**

The crossed-out wheeled-bin symbol on your product, literature, or packaging reminds you that all electrical and electronic products, batteries, and accumulators must be taken to separate collection at the end of their working life. This requirement applies to the European Union and other locations where separate collection systems are available. Do not dispose of these products as unsorted municipal waste.

By returning the products to collection you help prevent uncontrolled waste disposal and promote the reuse of material resources. More detailed information is available from the product retailer, local waste authorities, national producer responsibility organizations, or your local Vertu representative. For the product Eco-Declaration or instructions for returning your obsolete product, go to country-specific information at [www.vertu.com](http://www.vertu.com)



## **Vertu safety and warranty information**

The symbol indicates that the product was put onto the market after the WEEE legislation was implemented and that the consumer should not dispose of the item in normal household waste, but that it should be appropriately recycled.

Should you wish Vertu to recycle your product at the end of its life, please either return it to the point from which you purchased your product (if known) or return it to Vertu's headquarters.

Alternatively, should you purchase a replacement product from another supplier, the new supplier is obligated to take back the product that is being replaced and recycle it appropriately.

Background information on the European WEEE directive is available from [www.europa.eu.int/](http://www.europa.eu.int/)



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## Vertu safety and warranty information

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## **Warranties**

### **Vertu two-year limited international warranty for cellular phone**

THIS LIMITED WARRANTY SHALL NEITHER EXCLUDE NOR LIMIT (I) ANY MANDATORY STATUTORY RIGHTS OF THE CLIENT OR (II) ANY OF THE CLIENT'S RIGHTS AGAINST THE SELLER/DEALER OF THE PRODUCT.

VERTU warrants that this cellular phone ("Product") is free from defects in material and workmanship according to the following terms and conditions:

1. The Limited Warranty for the Product extends for TWO (2) years beginning on the date of original purchase or delivery of the Product, whichever is the later. In case of a change of owner/user, such warranty period shall continue for the remaining part of the twenty-four (24) month period and otherwise remain unaffected.
2. During the period of the Limited Warranty, Vertu will repair, modify or replace, at Vertu's sole option, any defective parts, or any parts that will not properly operate for their intended use with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. No charge will be made to the Client for the repair or replacement of any such parts. Vertu will also pay for the labour charges incurred by Vertu in repairing or replacing the defective parts. The repaired Product will be warranted for the balance of the original warranty period or for ninety (90) days from the date of repair, whichever is longer. This Limited Warranty does not cover damage to or defects in (other than manufacturing defects) appearance, cosmetic, decorative or structural items and any non-operative parts. Vertu's limit of liability under the Limited Warranty shall be the price paid by the Client for the Product less a reasonable amount for usage. These remedies are the Client's exclusive remedies for breach of this Limited Warranty.

## Vertu safety and warranty information

3. Upon request from Vertu, the Client must prove the date of the original purchase or delivery of the Product by producing a legible and non-modified original certificate of authenticity which clearly indicates the name and address of an authorised retailer, the date and place of purchase/delivery, the product type and the IMEI or serial number of the Product, a bill of sale or a dated receipt which contains the same information.
4. Vertu shall bear the cost of shipping the Product to the location from which the Client handed over the Product to Vertu (or its representatives) after the completion of service under this Limited Warranty.
5. The Client shall have no coverage or benefits under this Limited Warranty if any of the following conditions are applicable:
  - a) The Product has been subject to abnormal use, abnormal conditions, improper storage, exposure to moisture or dampness, spillage of food or liquid, exposure to chemical agents, unauthorised modifications, unauthorised connections, unauthorised repair, rough handling, misuse, neglect, abuse, accident, alteration, improper installation, or other acts which are not the fault of Vertu, including without limitation damage caused by shipping, dropping the Product, deterioration of consumable parts, such as batteries which by their nature have a limited lifecycle, and breakage or damage to antennas.
  - b) The Product has been damaged from external causes such as collision with an object, or from fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to thermal, environmental or weather conditions, an Act of God, or battery leakage, theft, blown fuse, or improper use of any electrical source, damage caused by computer or internet viruses, bugs, worms, Trojan Horses, cancel bots or damage caused by the connection to other products not recommended for interconnection by Vertu.
  - c) The Customer Service Department at Vertu was not advised by the Client in writing of the alleged defect or malfunction of the Product within thirty (30) days after the expiration of the applicable warranty period.
  - d) The Product was not returned to Vertu or its authorised retailer within thirty (30) days after the appearance of the defect within the warranty period.
  - e) The Product serial number plate or the accessory data code has been removed, defaced, altered or is illegible.
  - f) The defect or damage was caused by the defective function of the cellular network system or by inadequate signal reception by the external antenna.
  - g) The defect was caused by the Product being used with or connected to an accessory not manufactured and supplied by Vertu or used other than for its intended use.
  - h) The battery was short-circuited or the seals of the battery enclosure or cells are broken or show evidence of tampering or the battery was used in equipment other than that for which it has been specified.
  - i) The Product software needs to be updated due to changes in cellular network parameters.
  - j) The defect or damage was as a result of general wear and tear incurred in normal usage of the Product.
6. If a problem develops during the period of the Limited Warranty, the following procedure will apply:
  - k) The Client shall return the Product to the place of purchase for repair or replacement processing or if this is not convenient because of distance (more than 50 miles/80 km) or for other good cause, the Client may contact Vertu Concierge.
  - l) The Client shall bear the costs of transporting the Product to the relevant Vertu service location, with transport and insurance charges prepaid.



## Vertu safety and warranty information

- m) Subject to Clause 6(e), the Client will be billed for any parts or labour charges not covered by this Limited Warranty.
  - n) Vertu will repair or authorise the repair of the Product under the Limited Warranty within 30 days after receipt of the Product by Vertu or a Vertu authorised service centre, or within an extended period as may be notified by Vertu to Client due to the nature of the repair ("Timeframe"). If Vertu cannot repair within the Timeframe, or after a reasonable number of attempts to repair the same defect, Vertu at its sole option, will provide a replacement Product or refund the purchase price of the Product less a reasonable amount for usage.
  - o) If the Product is returned to the Customer Service Department at Vertu during the period of the Limited Warranty, but the problem with the Product is not covered under the terms and conditions of this Limited Warranty, the Client will be notified and given an estimate of the charges the Client must pay to have the Product repaired, with all shipping charges billed to the Client. If the estimate is refused, the Product will be returned freight collect. If the Product is returned to the Customer Service Department at Vertu after the expiration of the warranty period, Vertu's normal service policies shall apply and the Client will be responsible for all shipping charges.
7. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES AND CONDITIONS STATED IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS CONCERNING THE SUPPLY OR PURPORTED SUPPLY OF, OR FAILURE TO SUPPLY OR DELAY IN SUPPLYING THE PRODUCT WHICH MIGHT, BUT FOR THE AFFECT OF THIS CLAUSE 7, HAVE EFFECT BETWEEN VERTU AND THE CLIENT OR WOULD OTHERWISE BE IMPLIED OR INCORPORATED INTO THIS LIMITED WARRANTY OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED (INCLUDING WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY OR FITNESS FOR PURPOSE).
8. VERTU SHALL NOT BE LIABLE FOR LOSS OR DAMAGE, WHETHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGE WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE):
- p) LOSS OF ANTICIPATED BENEFITS OR PROFITS.
  - q) LOSS OF ACTUAL OR ANTICIPATED SAVINGS.
  - r) PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.
  - s) THIRD PARTY CLAIMS.
  - t) LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT OR FACILITIES.
  - u) DOWNTIME OR LOSS OF BUSINESS.
  - v) LOSS OF OPPORTUNITY.
  - w) LOSS OF GOODWILL.
  - x) LOSS OF REPUTATION.
  - y) LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA.
9. Vertu does not warrant uninterrupted or error free internet or data connections.

## **Vertu safety and warranty information**

10. Vertu shall not be liable for any delay in rendering service under the Limited Warranty, or loss of use during the period that the Product is being repaired.
11. Vertu's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the sale of the Product shall be the price paid by the Client for the Product less a reasonable amount for usage.
12. The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Limited Warranty shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right, which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.
13. Vertu neither assumes nor authorises any authorised service centre or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this Limited Warranty, including the provider or seller of any extended warranty or service agreement. Any change or amendment to this Limited Warranty requires Vertu's prior written consent.
14. This Limited Warranty represents the whole agreement between the parties relating to the subject matter hereof.
15. This Limited Warranty allocates the risk of failure of the Product between the Client and Vertu. The allocation is recognised by the Client and is reflected in the purchase price of the Product.
16. Any action or lawsuit for breach of warranty must be commenced within thirty (30) months following delivery of the Product.
17. All warranty information, product features and specifications are subject to change without notice.

Vertu operates a policy of continuous development. Vertu reserves the right to make changes and improvements to any of the products described in this document without prior notice. Questions concerning this Limited Warranty may be directed to the Customer Service Department at the following addresses.

If contacting us from Europe, Middle East and Africa:

Vertu  
Beacon Hill Road  
Church Crookham  
Hampshire  
GU52 8DY  
United Kingdom

If calling us from the Americas:

+1 914 368 0432

If contacting us from Asia Pacific:

Vertu

391B Orchard Road

#24-02/05, Ngee Ann City, Tower B

Singapore 23887

### **Vertu one-year limited international warranty for accessories**

THIS LIMITED WARRANTY SHALL NEITHER EXCLUDE NOR LIMIT (I) ANY MANDATORY STATUTORY RIGHTS OF THE OWNER OR (II) ANY OF THE OWNER'S RIGHTS AGAINST THE SELLER/DEALER OF THE PRODUCT.

Vertu ("Vertu") warrants that this accessory product ("Product") is free from defects in material and workmanship, according to the following terms and conditions:

1. The Limited Warranty for the Product extends for ONE (1) year beginning on the date of original purchase or delivery of the Product whichever is the later. In case of a change of owner/user ("Owner"), such warranty period shall continue for the remaining part of the one (1) year period.
2. During the period of the Limited Warranty, Vertu will repair, modify or replace, at Vertu's sole option, any defective parts, or any parts that will not properly operate for their intended use with new or refurbished replacement items if such repair or replacement is needed because of product malfunction or failure during normal usage. No charge will be made to the Owner for the repair or replacement of any such parts. Vertu will also pay for the labour charges incurred by Vertu in repairing or replacing the defective parts. The repaired Product will be warranted for the balance of the original warranty period. This Limited Warranty does not cover damage to or defects in (other than manufacturing defects) appearance, cosmetic, decorative or structural items and any non-operative parts. Vertu's limit of liability under the Limited Warranty shall be the price paid by the Owner for the Product when the Owner purchased the Product as a stand alone product or, in the event that the Owner received the Product when purchasing a Vertu cellular phone, the then current sale price for the Product, in both cases less a

## Vertu safety and warranty information

reasonable amount for usage. These remedies are the Owner's exclusive remedies for breach of this Limited Warranty.

3. Upon request from Vertu, the Owner must prove the date of the original purchase or delivery of the Product by producing a legible and non-modified original warranty card which clearly indicates the name and address of an authorised retailer, the date and place of purchase/delivery, the product type and the IMEI or serial number of the Product, a bill of sale or a dated receipt which contains the same information.
4. Vertu shall bear the cost of shipping the Product to the location from which the Owner handed over the Product to Vertu (or its representatives) after the completion of service under this Limited Warranty.
5. The Owner shall have no coverage or benefits under this Limited Warranty if any of the following conditions are applicable:
  - a) The Product has been subject to abnormal use, abnormal conditions, improper storage, spillage of liquid, misuse, neglect, exposure to cleaning agents not recommended, or other acts which are not the fault of Vertu, unauthorised repair, accident, alteration or other acts which are not the fault of Vertu.
  - b) Vertu was not advised by the Owner in writing of the alleged defect or malfunction of the Product within thirty (30) days after the expiration of the applicable warranty period; or
  - c) The Product was not returned to Vertu or its authorised retailer within thirty (30) days after the appearance of the defect within the warranty period.
  - d) The defect or damage was as a result of general wear and tear incurred in normal usage of the Product.
  - e) The Product is used with a product different to the one with which the Product was supplied with by Vertu, or the Product is used with any product whose use with the Product has not been expressly authorised by Vertu.
6. If a problem develops during the period of the Limited Warranty, the following procedure will apply:
  - a) The Owner shall return the Product to the place of purchase for repair or replacement processing or if this is not convenient because of distance (more than 50 miles/80 km) or for other good cause, the Owner may contact Vertu Concierge.
  - b) The Owner shall bear the costs of transporting the Product to the relevant Vertu service location, with transport and insurance charges prepaid.
  - c) Subject to clause 6(e), the Owner will be billed for any parts or labour charges not covered by this Limited Warranty.
  - d) Vertu will repair or authorise the repair of the Product under the Limited Warranty within 30 days of receipt of the Product by Vertu or a Vertu authorised service centre, or within an extended period as may be notified by Vertu to Owner due to the nature of the repair ("Timeframe"). If Vertu cannot repair within the Timeframe, or after a reasonable number of attempts to repair the same defect, Vertu at its sole option, will provide a replacement Product or refund the purchase price of the Product less a reasonable amount for usage.
  - e) If the Product is returned to the Vertu during the period of the Limited Warranty, but the problem with the Product is not covered under the terms and conditions of this Limited Warranty, the Owner will be notified and given an estimate of the charges the Owner must pay to have the Product repaired, with all shipping charges billed to the Owner. If the estimate is refused, the Product will be returned freight collect. If the Product is returned to Vertu after the expiration of the warranty period, Vertu's normal service policies shall apply and the Owner will be responsible for all shipping charges.

## **Vertu safety and warranty information**

7. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES AND CONDITIONS STATED IN THIS LIMITED WARRANTY ARE IN LIEU OF ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS CONCERNING THE SUPPLY OR PURPORTED SUPPLY OF, OR FAILURE TO SUPPLY OR DELAY IN SUPPLYING THE PRODUCT WHICH MIGHT, BUT FOR THE EFFECT OF THIS CLAUSE 7, HAVE EFFECT BETWEEN VERTU AND THE OWNER OR WOULD OTHERWISE BE IMPLIED OR INCORPORATED INTO THIS LIMITED WARRANTY OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ALL OF WHICH ARE HEREBY EXCLUDED (INCLUDING WITHOUT LIMITATION, THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY OR FITNESS FOR PURPOSE).
8. VERTU SHALL NOT BE LIABLE FOR LOSS OR DAMAGE, WHETHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, INCLUDING BUT NOT LIMITED TO ANY OF THE FOLLOWING LOSSES OR DAMAGE (WHETHER SUCH LOSSES OR DAMAGE WERE FORESEEN, FORESEEABLE, KNOWN OR OTHERWISE):
  - a) LOSS OF ACTUAL OR ANTICIPATED BENEFITS OR PROFITS
  - b) LOSS OF ACTUAL OR ANTICIPATED SAVINGS
  - c) PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES.
  - d) THIRD PARTY CLAIMS
  - e) LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT OR FACILITIES
  - f) DOWNTIME OR LOSS OF BUSINESS
  - g) LOSS OF OPPORTUNITY
  - h) LOSS OF GOODWILL
  - i) LOSS OF REPUTATION
  - j) LOSS OF OR DAMAGE TO OR CORRUPTION OF DATA.
9. Vertu shall not be liable for any delay in rendering service under the Limited Warranty, or loss of use during the period that the Product is being repaired.
10. Vertu's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the sale of the Product shall be the price paid by the Owner for the Product less a reasonable amount for usage.
11. The invalidity or unenforceability of any term or any part of any term of, or any right arising pursuant to, this Limited Warranty shall not affect the validity or enforceability of any other terms or rights or the remainder of any such term or right, which shall continue in full force and effect except for any such invalid or unenforceable provision or part thereof.
12. Vertu neither assumes nor authorises any authorised service centre or any other person or entity to assume for it any other obligation or liability beyond that which is expressly provided for in this Limited Warranty including the provider or seller of any extended warranty or service agreement. Any change or amendment to this Limited Warranty requires Vertu's prior written consent.

## **Vertu safety and warranty information**

13. This Limited Warranty represents the whole agreement between the parties relating to the subject matter hereof.
14. This Limited Warranty allocates the risk of failure of the Product between the Owner and Vertu. The allocation is recognised by the Owner and is reflected in the purchase price of the Product.
15. Any action or lawsuit for breach of warranty must be commenced within eighteen (18) months following delivery of the Product.
16. All warranty information, product features and specifications are subject to change without notice.

Vertu operates a policy of continuous development. Vertu reserves the right to make changes and improvements to any of the products described in this document without prior notice. Questions concerning this Limited Warranty may be directed to the Customer Service Department at the following addresses.

If contacting us from Europe, Middle East and Africa:

Vertu

Beacon Hill Road  
Church Crookham  
Hampshire  
GU52 8DY

United Kingdom

If calling us from the Americas:

+1 914 368 0432

If contacting us from Asia Pacific:

Vertu

391B Orchard Road  
#24-02/05, Ngee Ann City, Tower B  
Singapore 23887

## **Vertu Concierge Terms and Conditions**

These terms and conditions apply to Nokia Corporation, a company validly organised and existing under the laws of Finland, with business identity code 0112038-9, having registered address at Keilalahdentie 4, 02150 Espoo, Finland, only when trading as Vertu ("Vertu").

### **1. Vertu Concierge**

As a registered member of Vertu Concierge ("VC") provided by Vertu and its associated companies ("Vertu"), you ("you") agree to abide by these Terms and Conditions (the "Terms and Conditions"), and when ordering anything through VC from a supplier of products and services (a "Supplier") you agree that the Terms and Conditions shall apply to your order.

### **2. Membership Information**

## Vertu safety and warranty information

You are obliged to provide correct details when you register for membership of VC and your failure to do so may invalidate your membership and any subsequent transaction. Your responsibility to provide accurate information is a continuing obligation and you must notify Vertu in the event that any information provided by you in the course of registration changes.

### 3. Subscription

Initial and ongoing subscription fees, if applicable, are due at the time of initial subscription and annually thereafter (the "Renewal Date") unless you notify Vertu of your intention not to renew. Payment must be made annually in advance and may be made using any major credit/debit and charge cards. Any subscription fee is non refundable, however, Vertu may at its sole discretion elect to refund any subscription fee in whole or in part depending on the circumstances relating to the cancellation of any subscription. You authorise Vertu to deduct renewal subscription fees from your credit card up to 28 days prior to your Renewal Date. If Vertu does not hold your payment details you will be contacted directly to renew your subscription. Subscription fee rates will be notified to you from time to time and the subscription fee payable will be the subscription fee in force at the time of the Renewal Date.

You agree that you will only use your VC membership for the purposes for which it is issued.

### 4. VC Services

As a member of VC, you are entitled to all of the products and services as advised by us from time to time as approved by the relevant product/service Supplier.

### 5. Services Subject to Change

As a member, note that:

- > *Services are subject to availability and may change from time to time;*
- > *Suppliers may change from time to time;*
- > *Suppliers may impose their own terms and conditions and you are required to comply with these at all times.*

### 6. Payment for Services

Please note that some Suppliers may charge you a deposit, entry fee or other sum for the services they provide. You will be solely liable for payment of any such sums. At your request Vertu will authorise Suppliers to debit your nominated credit/debit or charge card in order for you to take advantage of their services.

### 7. Availability of Services

Vertu aims to ensure that the services remain available at all times and will use reasonable endeavours to ensure that you receive the most from your membership. If any of the services become unavailable, we will do all we can to ensure that prior commitments are honoured to the fullest extent possible, but shall not be responsible for any actions of Suppliers outside Vertu's reasonable control. From time to time the procurement or provision of certain services may incur a VC handling charge of which you will be notified - in these cases you hereby authorise Vertu to debit your

## Vertu safety and warranty information

nominated credit/debit or charge card with any such handling charges. Unless otherwise agreed by the Supplier, you shall not be entitled to cancel any services requested where, on your instructions, performance has already begun.

### 8. Right of Withdrawal

Vertu reserves the right to withdraw any service that may be offered and/or to refuse to supply any service requested.

### 9. Requests

If Vertu is unable to deal with any request, it will inform you as soon as reasonably practicable.

### 10. Dealing with VC Suppliers

Suppliers are responsible for providing you with the goods and services you select. Vertu will assist you in any way it can in all of your dealings with Suppliers.

### 11. Personal Membership

VC membership is personal to the registered Vertu phone user. You are responsible for ensuring that no one (other than your personal assistant, where applicable) uses your membership to access membership services and benefits.

### 12. Cancellation of Membership

Vertu reserves the absolute right to cancel or suspend your membership (at its sole discretion) for any reason whatsoever. If Vertu cancels your membership it shall refund the balance of the annual subscription fee, if any, on a time apportionment basis in respect of the unexpired period to which the annual subscription fee applies.

### 13. Changes to Terms and Conditions

Vertu may vary these Terms and Conditions from time to time. Vertu will notify you of any changes in a timely manner. Notification will be by some or all of the following media:

- > *newsletter;*
- > *mail;*
- > *e-mail or other personal delivery service.*

### 14. Payment Details

If we do not have your credit/debit or charge card details we may not be able to provide or procure those benefits, goods or services that require payment.

You may only make transactions using VC during your period of membership. When ordering a product or service you will be required to provide your credit/debit or charge card details. You undertake that all details you provide to us for the purpose of booking, ordering or purchasing goods or services are correct, that the credit/debit or charge card you are using is your own and that there are sufficient funds to cover the cost of the product or the service.

### 15. Supply of Details



## **Vertu safety and warranty information**

Vertu may pass on your credit/debit or charge card and any other essential booking details to its agents, employees, subcontractors and Suppliers, and you consent to us passing on such details to deal with your orders. You must inform Vertu as soon as possible of any changes to the details supplied by you.

### **16. Payments Due**

The purchase price of all products and services obtained through VC is due for payment on acceptance of your order by Vertu and/or a Supplier, as applicable.

### **17. Delivery**

By placing your order for a product or service through VC you agree that the time taken for delivery or performance shall be as stipulated when the purchase is made. We want you to get your order as soon as possible. If delivery or performance will take longer than the time set out (or the product or services are unavailable), the Supplier (or Vertu acting for the Supplier) will notify you of this at the earliest opportunity and you will have the unequivocal right to withdraw your order and receive a full refund.

### **18. Limited Warranty**

Vertu warrants to you that Vertu shall use its reasonable endeavours to provide the VC services with reasonable care and skill and, as far as reasonably possible, in accordance with your request and instructions from time to time.

Where Vertu supplies you with any goods or services supplied by a third party, then Vertu is acting as your agent in sourcing the goods or services. Vertu will use reasonable care in selecting the Supplier and ensuring the order is placed in accordance with your wishes. For the avoidance of doubt, Vertu does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the VC services. You are deemed to be responsible for, and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of services or sale of goods.

### **19. Vertu as Agent**

Your contract for the purchase of products or services is made with the relevant Supplier only. Vertu acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.

### **20. Disclaimers**

Vertu will not be responsible for products and services offered by Vertu as agents for the Suppliers or for any aspect of the relationship between you and any particular Supplier. Vertu will however do everything it reasonably can to assist you in any dealings you have with the Supplier.

You agree that any contract entered into by you with any of the Suppliers is an independent contract. Vertu hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier whether or not arranged through VC.

### **21. Limitation of Liability**

Vertu accepts no liability for any losses or claims arising from any inability to contact VC or any failure to complete a transaction.

## **Vertu safety and warranty information**

Save in respect of death and personal injury caused by the negligence of Vertu or as expressly provided for in these Terms and Conditions, Vertu shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or your reliance upon the information and suggestions provided by Vertu hereunder and the resulting supply of goods and services to you by any third party.

Vertu shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of you.

Vertu shall not be liable to you or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Vertu 's obligations in relation to the VC services, if the delay or failure was due to any cause beyond Vertu 's reasonable control.

Except in respect of death and personal injury caused by the negligence of Vertu and subject to the provisions of these Terms and Conditions, Vertu's maximum liability to you for breach of any of its obligations hereunder shall be limited to the value of the annual subscription fee, if any, and the relevant charge for the VC services to be provided.

The limitations of liabilities set out herein apply only to the maximum extent permitted by law.

### **22. Governing Law and Arbitration of Disputes**

Any and all claims, except claims for monies due to Vertu, arising out of or relating to the use of VC must be commenced within one (1) year after the date either you or Vertu knew or should have known of the facts giving rise to such claim, after which such actions shall be barred. If acceptance of your membership request or a particular service request takes place within Europe, Middle East or Africa, the governing law shall be Finnish law. All disputes arising out of or in connection with these Terms and Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. The arbitration proceedings shall be conducted in London, England in the English language. The arbitration decision shall be final and binding. Provided that the parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing a judgment or order obtained from the courts of England and Wales.

If acceptance of your membership request or a particular service request takes place within Asia Pacific, the governing law of these Terms and Conditions shall be Singapore law. All disputes arising from or connected to these Terms and Conditions shall be settled finally and exclusively in Singapore under the Rules of the Singapore International Arbitration Centre (SIAC Rules). The arbitration shall be conducted in English in Singapore. The award shall be final and binding on both parties. Provided that the parties shall have the right to take proceedings in any other jurisdiction for the purposes of enforcing the arbitral award.

If acceptance of your membership request or a particular service request takes place within the Americas region, all disputes and matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §§1 et. seq.). Except to the extent governed by applicable U.S. federal law, any transactions with VC and its Suppliers shall be governed by the laws of the State of Texas, excluding its conflict of law rules. Any and all claims, except claims for monies due to Vertu, arising out of or relating to your membership and use of VC shall be barred unless an action or legal proceeding is commenced within eighteen (18) months after the date you or Vertu knew or should have known

## Vertu safety and warranty information

of the facts giving rise to such claim. Any dispute relating in any way to your membership and use of VC and any orders placed through VC, shall be submitted (together with any counterclaims and disputes under or in connection with other transactions and/or agreements between you and Vertu) to final and binding, confidential arbitration to the Dallas, Texas office of the American Arbitration Association (the "AAA"), with such arbitration to be held in Dallas County, Texas, except that, to the extent you have in any manner violated or threatened to violate any Vertu or Vertu affiliates' or licensors' intellectual property rights, Vertu may seek injunctive or other appropriate relief in any state or federal court in the state of Texas or, at Vertu's option, any other appropriate state or country, and you consent to exclusive jurisdiction and venue of such court. Arbitration under these Terms and Conditions shall be conducted under the then prevailing Wireless Industry Arbitration Rules of the AAA (except as such rules may be modified by the terms of these Terms and Conditions), unless otherwise agreed in writing by the parties and shall be heard by a single arbitrator. Subject to any terms contained in these Terms and Conditions limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including without limitation equitable relief, provided that no award of exemplary, special, consequential or punitive damages shall be permitted. The prevailing party, as determined by the arbitrator, shall pay the AAA arbitration fees and the arbitrator's fees and expenses, as applicable. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. To the fullest extent permitted by applicable law, the arbitration shall be conducted on an individual, not a class-wide basis, and no arbitration under these Terms and Conditions shall be consolidated with or joined to an arbitration involving any other person or entity, whether through class arbitration proceedings or otherwise, without the prior written consent of you and Vertu.

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Part no.:



