
[APPLICABLE FOR UNITED KINGDOM]

TERMS OF SALE

1. General

- 1.1 These Terms of Sale set out the terms and conditions on which we supply Products to you.
- 1.2 References in these Terms of Sale to “you”, “your” or the “customer” shall mean the person purchasing the Products.
- 1.3 References in these Terms of Sale to “we”, “our”, “us”, “seller” or “realme” shall mean ASCENSION INTERNATIONAL TRADING CO., LIMITED trading as realme and registered in the Hong Kong and with its registered office at Unit E, 26/F, CNT Tower, 338 Hennessy Road, Wanchai, Hong Kong. Our VAT number is NL 825875948B01.
- 1.4 Reference to “Products” in these Terms of Sale shall mean mobile handsets and accessories made available for sale by realme on our website www.realme.com/eu.
- 1.5 When we use the words “writing” or “written” in these Terms of Sale, this includes emails.
- 1.6 Please read these Terms of Sale carefully before you submit any order to us. These Terms of Sale tell you who we are, how we will provide Products to you, how the contract may be changed or terminated, what to do if there is a problem and other important information. In some instances, these Terms of Sale may refer to, or interact with, the User Agreement, the Privacy Policy, and any additional terms and conditions and policies referenced in these Terms of Sale and/or available by hyperlink (altogether referred to as the “Terms”) carefully.
- 1.7 Please contact us using the details set out in section 18 (Contact Us) if you would like further information or if you think that there is an issue with these Terms of Sale.

2. Contract for the Purchase of Products

- 2.1 By placing an order using the online check out process on our website, you are making an offer to us to buy the selected Products.
- 2.2 Your offer to purchase Products will be considered by us and will be accepted when you receiving anOrder Confirmation Email. The contract will not be accepted and will not be binding on us until this point.
- 2.3 We may refuse to accept (or choose to cancel) your order where:
- (A) the Product is no longer in stock;
 - (B) the Product is no longer being produced;
 - (C) the Product cannot be delivered to you due to constraints with our logistics and/or supply chain;
 - (D) there is a price fluctuation and the Product that you placed an order for is no longer available at the price displayed to you;

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- (E) we cannot obtain authorisation for your payment or we do not receive payment;
 - (F) a credit reference we have obtained for you does not meet our minimum requirements;
 - (G) we have reason to suspect fraud; and/or
 - (H) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example where you provide incorrect or incomplete shipping information or contact details, or you fail to update the information when required.

2.4 Where realme is required to cancel your order, we will first notify you that we need to cancel your order before refunding you for the cost of your order. Unless provided for otherwise under applicable laws, refund(s) of monies towards a cancelled order shall be the full extent of realme's liability for a cancelled order.

3. **Prices and Payments**

3.1 The price of the Products will be those displayed on our website at checkout, except where obviously incorrect.

3.2 Product prices exclude shipping charges (further details about shipping charges can be found on our website or otherwise as listed in these terms) and any banking transaction fees (for which we are not responsible).

3.3 If you are paying for your order with an international credit or debit card, the price displayed in your card statement may vary based on exchange rates. Your bank or card issuer may also charge additional foreign conversion charges and fees, which may increase the overall cost of your purchase. Please contact your bank or card issuer for further information about this before placing any order on our website.

3.4 Payments on our website are handled by a third-party payment partner and transmitted using the Secure Sockets Layer protocol ("SSL") with 2048-bit encryption. realme does not store or have access to your payment details. Your credit/debit card information is retained via our third-party payment partner's servers and are only stored on those servers.

4. **Our Products**

4.1 The images of the Products on our website are for illustrative purposes only. Although we have made every effort to ensure the accuracy of Product images on our website, your Product may vary slightly from those images (for example, by colour).

5. **Risk and Title**

5.1 Please note that you will be responsible for any loss of or damage to the Products from the point at which the Products are delivered to the address you have specified or the point at which you collect the Products. You will own the Products once we have received payment in full.

6. **Warranty Policy**

- 6.1 The realme phones and the accessories specified in section 6.7 below, where purchased on realme.com/eu, are covered by realme’s limited warranty described in this section 6 which starts from the date of delivery (the “Limited Warranty”).
- 6.2 The Limited Warranty covers the hardware components of our Products as originally supplied and Product defects caused by workmanship or build materials. The Limited Warranty does not cover any of the matters listed in section 7 (Limited Warranty Exclusions).
- 6.3 The Limited Warranty is only redeemable within your original country or region of purchase, subject to any applicable national laws within such country or region which may prohibit such redemption and provided that such original country or region is within the EU.
- 6.4 Any repair and replacement service covered by the Limited Warranty, along with shipping and handling, will be free within the Limited Warranty period specified below.
- 6.5 realme may use rebuilt, reconditioned or new parts and components when repairing any Products. Alternatively, we may replace the defective Products entirely with a rebuilt, reconditioned or new realme Products.
- 6.6 Please note that we only offer after sales assistance in the areas where we make shipments (this includes repairs and/or replacements/returns). realme accepts no liability for orders placed outside of official sales regions. Currently our official sales regions are United Kingdom, France, Italy, Spain.
- 6.7 We have set out the Limited Warranty periods in respect of each of our Products below. The Products covered by the Limited warranty are:

Item	Limited Period	Warranty
[all realme Phones] (Part cost and service charge included).	Twenty-four months	(24)
Batteries within all realme phones (Part cost and service charge included)	Twelve (12) months	
Chargers for realme phones and other accessories (including adapter , USB cable) (Part cost and service charge included)	Twelve (12) months	

- 6.8 The Limited Warranty does not affect your statutory rights.

7. **Limited Warranty Exclusions**

- 7.1 The Limited Warranty does not cover:

- (A) software, consumable items, and accessories, even if packaged and sold together with Products;

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- (B) defects or damage resulting from accidents (including man-made accidents and traffic accidents), neglect, misuse or abnormal use; defects or damage caused by abnormal conditions or improper storage; exposure to liquid, moisture, dampness, sand or dirt, or unusual physical, electrical or electromechanical stress;
 - (C) scratches, dents and cosmetic damage, unless caused by realme;
 - (D) defects or damage resulting from excessive force or use of metallic objects on the touch screen;
 - (E) devices that have the serial number or the IMEI numbers removed, defaced, damaged, altered or made illegible;
 - (F) warranty commitments that are not provided by realme or provided to you outside of the requirements set out in these terms in relation to the Limited Warranty;
 - (G) ordinary wear and tear;
 - (H) defects or damage resulting from the use of the Products outside of any instructions issued by realme, improper use (including dropping from heights, handling without due care and water damage) or in conjunction with accessories, products, or ancillary/peripheral equipment that are not furnished or approved by realme;
 - (I) any physical feature defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not undertaken or approved by realme;
 - (J) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source;
 - (K) defects or damage resulting from cellular signal reception or transmission, or viruses and other software problems introduced into the Products;
 - (L) products not purchased from realme point of sale or authorised resellers (we recommend that you contact the point of sale for support);
 - (M) products purchased outside of officially supported realme countries or regions (currently our official sales regions are United Kingdom, France, Italy, Spain), or where the Product has been purchased outside of our website;
 - (N) repairs conducted by unofficial repair centres or disassembly, self-repair, modification, rooting and/or other human behaviours or intervention that may cause damage; “unofficial” means not purchased through realme.com/eu or from an authorised realme partner;
 - (O) any damage incurred where you are unable to provide a valid warranty card issued to you by realme on purchasing the Product and valid proof of purchase. However, an exception can be granted if you can provide satisfactory evidence

that the relevant realme phone was purchased within the warranty period;
and/or

(P) any damage incurred outside of the Limited Warranty period

7.2 For any further information relating to the Limited Warranty, please contact the realme customer support service via service.eu@realme.com.

8. **Your Cancellation, Return and Replacement Rights**

8.1 You may be able to cancel your contract, return a Product purchased from us or request replacement Products from us in the following circumstances.

8.2 **Faulty Product or incorrect description.** We are under a legal duty to supply Products that are fit for their given purpose, are of satisfactory quality and are as described. You may cancel your order or get your Product repaired or replaced following the process set out in section 9 (Returns and Replacement Policy for Defective Products) if you think that a Product we have supplied does not conform with its description or is faulty.

8.3 **Our actions or proposed actions.** You can return a Product to us or cancel your contract with us for any of the reasons set out below:

(A) we have told you about an upcoming change to the version of the Terms that apply to you which you do not agree to (see section 16 (Changes) for more information on this); or

(B) you have a legal right to end the contract because of something we have done wrong.

8.4 **Changed your mind.** You may return your Products or cancel your contract within fourteen(14) days after the day you receive the Products if you are based in the European Union (EU). Where you intend to cancel your contract in line with your statutory rights if you are based in the European Union you should use the Model ReturnForm set out at <https://buy.realme.com/eu/return-replacement>. You can return Products within this time period for any reason. The Products should be kept in reasonable condition and, if possible, should be returned in the original packaging. We reserve the right to make deductions from any refund due to you (for example, to cover any loss of value in the product that you are responsible for). You will also have to pay the costs of return of any goods. You can cancel your contract or return your Products by following the process set out in section 10 (Returns Process) or by contacting us set out in section 18 (Contact Us). We will process your full refund within fourteen (14) days of receiving your Product (or satisfactory proof that the Product has been shipped or posted to us) to the same source of payment from where you initially made the payment.

8.5 Please see section 9 (Returns and Replacement Policy for Defective Products) for further information on these rights and how to exercise them.

9. **Return and Replacement Policy for Defective Products**

9.1 This section does not apply to returns under the Limited Warranty or where you have changed your mind. Further details on making a claim under the Limited Warranty can be found in

sections 6 (Warranty Policy) and 7 (Limited Warranty Exclusions) and further details on returns and cancellations where you have changed your mind can be found in section 8.4.

- 9.2 If you wish to return a Product or get a replacement Product due to the original Product not being fit for the given purpose, of satisfactory quality, or not as described, please submit a ticket within 30 days of receiving the Product through the after-sales support page on our website at <https://buy.realme.com/eu/return-replacement>,
- 9.3 If, after inspection of the relevant Product, we consider that a refund is due, we will process such refund as soon as possible and, in any case, within fourteen (14) days of the day on which we inform you that a refund is due, having inspected the relevant Product.
- 9.4 Please note that we may choose not to accept returns in certain situations, including, without limitation, the following circumstances:
- (A) defects or damages caused by misuse, neglect, physical damage, tampering, incorrect adjustment, normal wear and tear or incorrect installation after purchase;
 - (B) price fluctuations being the sole reason for the return;
 - (C) where you purchase a customised Product, unless there is a defect with the customised Product;
 - (D) where you are unable to present valid proof of purchase; and/or
 - (E) where the Product has not been purchased from the existing country/return from where you are now seeking to make a return.
- 9.5 In all cases, we will inspect the Products and verify any fault.
- 9.6 To qualify for a replacement or refund, devices must be undamaged, be in an otherwise 'as new' condition and, if possible, with the original packaging. Accessories must be returned, wherever reasonably practicable, sealed within their original packaging. We reserve the right to refuse a refund if the Product returned is, in our reasonable opinion, damaged.
- 9.7 If you contact us within thirty (30) days of delivery about a defective Product, you will have the option to select a repair, a replacement or a refund. If a fault is found after thirty (30) days from delivery of the Products, you should contact us by using the details set out in section 18 (Contact Us) and we will either repair or replace the Product or provide a refund.
- 9.8 This Returns and Replacements Policy does not affect your statutory rights.
10. **Returns Process**
- 10.1 To process a return please submit a Return Form as instructed by visiting our after-sales support page at <https://buy.realme.com/eu/return-replacement> or contact realme customer service to request a return through E-mail at service.eu@realme.com. Without a verified Return Form the returned package maybe declined. Return requests cannot be cancelled once they have reached "shipped" status.
- 10.2 We would recommend that you obtain proof of postage if you do return any Products to us.

10.3 Once you have submitted a return application form on the realme website and requested a return:

- (A) you will be required to finish a return form once you have applied for after sales services on realme website successfully. Print out the form and place it inside of the shipping package you are returning as well as on the top of the shipment. Further details about the return of shipment form and the returns process will be provided in an email we will send to you once you have requested the return;
- (B) you should include all items from your original shipment including devices, accessories, and documentation. Do not send additional add-ons such as your SIM card, cases, screen protectors, or headphones. If such items are shipped to us by mistake, we are not able to return them;
- (C) before returning any unit for service, be sure to back up your data. You are responsible for the personal information stored in your device - please erase all personal and sensitive data on the device before sending it to realme. realme will not be responsible for any loss of data held on your device;
- (D) during service, data stored on the device may be deleted and reformatted. realme is not responsible for the loss of any software programs, data or other information contained in the device's storage. Recovery and reinstallation of third-party software programs, data and information are not covered under warranty and
- (E) the shipment will be returned by you at your own cost (subject to section 10.4 below) and on the basis of acceptance/eligibility of your shipment, you can claim the expense paid for returning the shipment.

10.4 Where you choose to return a Product, you shall be solely responsible for the costs of return save for:

- (A) where the Product is defective or misdescribed according to the Product information provided to you;
- (B) you are ending the contract because realme has informed you about an upcoming change to the Product or these Terms of Sale, an error in pricing, a delay in delivery due to events outside of realme's control, or because you have a legal right to do so; and/or
- (C) where we have expressly agreed to bear the costs of return.

11. **Shipping Policy**

11.1 **Dispatch.** Orders are usually shipped within two (2) business days of payment. Orders made during promotional periods and special events, may have longer shipping times, at the discretion of realme. In such cases, customers will be separately informed in advance.

11.2 Currently our official sales regions are United Kingdom, France, Italy, Spain.

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- 11.3 We will deliver the Products to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them.
- 11.4 **Inspection.** All Products are inspected and sealed before delivery to avoid damage.
- 11.5 **Status Updates.** realme will keep you updated on your order status via email. Orders cannot be cancelled once they have reached “order being prepared” status and will therefore be delivered according to their original delivery instructions after this point. However, this will not otherwise prejudice your statutory right (including those set out within these Terms of Sale).
- 11.6 Our time calculations for standard shipping and/or priority express shipping will be provided to you via the ordering page when you place an order. Please note that all delivery dates provided to you are estimates only. Additional charges will be necessary for shipping addresses in remote locations. We are unable to ship to PO Box and Military addresses.
- 11.7 We do not recommend that you use the address of any mail forwarding companies when ordering Products for delivery, as realme will not be able to track logistics once the Products arrive at the forwarding company.
- 11.8 Please note that any of the shipping times noted on the ordering page prior to placing your order may not be available in the following circumstances:
- (A) if you schedule delivery at a fixed time;
 - (B) where you provide incomplete or incorrect address information or fail to provide us with information that is necessary to provide you with your Products. Please note that we may end the contract if you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it;
 - (C) you or the third party appointed for this purpose are not at home or available at the time of delivery;
 - (D) if you have requested self-pickup at a post office or other collection point; and
 - (E) where delays are caused by events that are outside our control (for example, extreme weather conditions, stock shortages, or a failure of our communication systems). In these cases, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. You may contact us about ending your contract or receiving a refund for any Products which you have not received if there is a substantial delay in you receiving your Products.

12. **Intellectual Property**

- 12.1 Nothing herein shall be construed as granting a licence to any trademarks, copyrights, patents, design rights or any other forms of intellectual property of either realme or its licensors. realme expressly reserves all rights.
- 12.2 Unless otherwise specified, nothing contained within these Terms of Sale shall mean that any Intellectual Property Right contained within the manufacturing of or provision of a realme phone or realme services shall accrue other than directly to realme, except for content where copyright or Intellectual Property Rights accrue to you directly by applicable laws.
- 12.3 Certain trademarks belong to third parties and may not be used without their permission. See their respective websites for more information.

13. **Personal Data**

- 13.1 We will only use your personal data as set out in our Privacy Policy, a copy of which can be found <https://www.realme.com/eu/legal/privacy-policy>.

14. **Limitation of Liability**

- 14.1 Nothing in these terms shall exclude either party's liability for anything which cannot be excluded under law, for example:
- (A) death or personal injury caused by our negligence;
 - (B) fraud or fraudulent misrepresentation;
 - (C) any deliberate breaches by us of these Terms of Sale that would entitle you to terminate the contract; and/or
 - (D) any other form of liability that cannot be excluded or limited by law.
- 14.2 Subject to section 14.1 above, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms of Sale or the contract, or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable or that arises (or is made worse) because of your own failure to use reasonable care and skill or which results from breach by you of any provision of these Terms of Sale.
- 14.3 We only supply the Products for domestic and private use and are therefore not liable for business losses (for example, loss of revenue or income; loss of business; loss of profits; loss of goodwill; loss of business opportunity; and/or business interruption or other losses of this kind).
- 14.4 The provisions of this section 14 shall not affect your statutory rights as a consumer, nor your cancellation rights as a consumer (as set out in these Terms of Sale).

15. **Transfer of rights and obligations**

- 15.1 We may transfer our rights and obligations under these Terms of Sale to another organisation.

15.2 You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree to this in writing.

16. **Changes**

16.1 We reserve the right to update these Terms of Sale at any time without prior notification by updating our website accordingly.

16.2 Subject to section 16.3 below, you will be bound by the version of the Terms of Sale in force at the time you enter into a contract.

16.3 realme may be required to make minor variations to the Terms of Sale to which you are subject for the following reasons:

(A) where we are required to make such changes under applicable law or regulations;

(B) to reflect minor technical adjustments and improvements that will have minimal impact on you, for example to address potential security threats; and/or

(C) where we notify you of the change to these Terms of Sale before we accept your order and you do not inform us that you do not accept these terms.

16.4 In addition, as set out in the descriptions of the Products offered via our website, we may make other more material changes to these Terms of Sale or our Products, but where we do so, we will notify you and you may then contact us to end the contract formed by these Terms of Sale before the changes take effect and receive a refund for any products paid for but not received as a result of such changes.

17. **Miscellaneous**

17.1 **Severability.** Each of the sections of these Terms of Sale operate separately. If any provision or part-provision of these Terms of Sale are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms of Sale.

17.2 **Inurement.** These Terms of Sale will be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

17.3 **No Waiver.** If we do not insist immediately that you do anything you are required to do under these terms, or if you breach these Terms of Sale or any contract with us and we delay in taking steps against you, that will not mean that you do not have to do those things, and our previous inaction will not prevent us from taking action against you at a later date.

17.4 **Rights of Third Parties.** A person who is not party to these Terms of Sale or the contract shall not have any rights under or in connection with them.

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- 17.5 **Force Majeure.** Neither Party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure results from: force majeure, an Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, acts of terrorism or anything beyond the reasonable control of either Party and not involving any fault or negligence of the Party affected (a “Force Majeure Event”). Our performance under the contract will be considered suspended for the period that the Force Majeure Event continues. You agree to provide us with an extension of time for performing our obligations for the duration of that period. We will use our reasonable endeavours to end the Force Majeure Event and/or to find a reasonable workaround.
- 17.6 **Governing Law.** Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the local of the jurisdiction within which you reside. The parties shall attempt to resolve any dispute or claim arising out of or in connection with these Terms of Sale(including non-contractual disputes or claims). In the event that such a dispute cannot be resolved within 90 days from the date when the dispute arose, either party shall have the right to submit the dispute to a competent court within which you are resident.
- 17.7 **Notices.** Formal notices given by you to us by emailing at our email address set out in section 18 (Contact Us). We may give notice to you at either the e-mail or postal address you provide to us when placing an order or by updating our website. Notice will be deemed received and properly served immediately when posted on our website, twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 17.8 We intend to rely on these Terms of Sale and any document expressly referred to in them in relation to the subject matter of the contract. Although we agree that we are responsible for statements and representations made by our duly authorised representatives, please make sure you ask for any changes to these Terms of Sale to be confirmed in writing.

18. **Contact Us**

- 18.1 Please contact us using the details set out below if you have any questions about these Terms of Sale.

Email support: service.eu@realme.com

- 18.2 **This document was last updated on May 13th 2019.**

[APPLICABLE FOR FANCE]

TERMS OF SALE

1. **General**

- 1.1 These Terms of Sale set out the terms and conditions on which we supply Products to you.
- 1.2 References in these Terms of Sale to “you”, “your” or the “customer” shall mean the person purchasing the Products.
- 1.3 References in these Terms of Sale to “we”, “our”, “us”, “seller” or “realme” shall mean ASCENSION INTERNATIONAL TRADING CO., LIMITED trading as realme and registered in the Hong Kong and with its registered office at Unit E, 26/F, CNT Tower, 338 Hennessy Road, Wanchai, Hong Kong. Our VAT number is NL 825875948B01.]
- 1.4 Reference to “Products” in these Terms of Sale shall mean mobile handsets and accessories made available for sale by realme on our website www.realme.com/eu.
- 1.5 When we use the words “writing” or “written” in these Terms of Sale, this includes emails.
- 1.6 Please read these Terms of Sale carefully before you submit any order to us. These Terms of Sale tell you who we are, how we will provide Products to you, how the contract may be changed or terminated, what to do if there is a problem and other important information. In some instances, these Terms of Sale may refer to, or interact with, the User Agreement, the Privacy Policy, and any additional terms and conditions and policies referenced in these Terms of Sale and/or available by hyperlink (altogether referred to as the “Terms”) carefully.
- 1.7 Please contact us using the details set out in section 18 (Contact Us) if you would like further information or if you think that there is an issue with these Terms of Sale.

2. **Contract for the Purchase of Products**

- 2.1 By placing an order using the online check out process on our website, you are making an offer to us to buy the selected Products.
- 2.2 Your offer to purchase Products will be considered by us and will be accepted when you receives an “Order ConfirmationEmail”.
- 2.3 We may refuse to accept (or choose to cancel) your order where:
- (A) the item is no longer in stock;
 - (B) the item is no longer being produced;
 - (C) the Product cannot be delivered to you due to constraints with our logistics and/or supply chain;
 - (D) there is a price fluctuation and the Product that you placed an order for is no longer available at the price displayed to you;
 - (E) we cannot obtain authorisation for your payment or we do not receive payment;
 - (F) a credit reference we have obtained for you does not meet our minimum requirements;

(G) we have reason to suspect fraud; and/or

(H) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example where you provide incorrect or incomplete shipping information or contact details, or you fail to update the information when required.

2.4 Where realme is required to cancel your order, we will first notify you that we need to cancel your order before refunding you for the cost of your order. Unless provided for otherwise under applicable laws, refund(s) of monies towards a cancelled order shall be the full extent of realme's liability for a cancelled order.

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3.2 Product prices exclude shipping charges (further details about shipping charges can be found on our website or otherwise as listed in these terms) and any banking transaction fees (for which we are not responsible).

3.3 If you are paying for your order with an international credit or debit card, the price displayed in your card statement may vary based on exchange rates. Your bank or card issuer may also charge additional foreign conversion charges and fees, which may increase the overall cost of your purchase. Please contact your bank or card issuer for further information about this before placing any order on our website.

3.4 Payments on our website are handled by a third-party payment partner and transmitted using the Secure Sockets Layer protocol (SSL) with 2048-bit encryption. realme does not store or have access to your payment details. Your credit/debit card information is retained via our third-party payment partner's servers and are only stored on those servers.

4. **Our Products**

4.1 The images of the Products on our website are for illustrative purposes only. Although we have made every effort to ensure the accuracy of Product images on our website, your Product may vary slightly from those images (for example, by colour).

5. **Risk and Title**

5.1 Please note that you will be responsible for any loss of or damage to the Products from the point at which the Products are delivered to you or the point at which you collect the Products. You will own the Products once we have received payment in full.

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- 6.2 The Limited Warranty covers the hardware components of our Products as originally supplied and Product defects caused by workmanship or build materials. The Limited Warranty does not cover any of the matters listed in section 7 (Limited Warranty Exclusions).
- 6.3 The Limited Warranty is only redeemable within your original country or region of purchase, subject to any applicable national laws within such country or region which may prohibit such redemption and provided that such original country or region is within the EU.
- 6.4 Any repair and replacement service covered by the Limited Warranty, along with shipping and handling, will be free within the Limited Warranty period specified below.
- 6.5 realme may use rebuilt, reconditioned or new parts and components when repairing any Products. Alternatively, we may replace the defective Products entirely with a rebuilt, reconditioned or new realme Products.
- 6.6 Please note that we only offer after sales assistance in the areas where we make shipments (this includes repairs and/or replacements/returns). realme accepts no after-sales service obligations for orders placed outside of official sales regions. Currently our official sales regions are United Kingdom, France, Italy, Spain.
- 6.7 We have set out the Limited Warranty periods in respect of each of our Products below. The Products covered by the Limited Warranty are:

Item	Limited Warranty Period
[All realme Phones] (Part cost and service charge included)	Twenty-four (24) months
Batteries within all realme phones (Part cost and service charge included)	Twelve (12) months
Chargers for realme phones and other accessories (including [adapter , USB cable]) (Part cost and service charge included)	Twelve (12) months

- 6.8 The Limited Warranty is provided free of costs including picking, shipping and handling charges.

7. **Limited Warranty Exclusions**

7.1 The Limited Warranty does not cover man-made damage nor any of the following conditions (in which case, however, paid repair services are available):

- (A) software, consumable items, and accessories, even if packaged and sold together with Products;
- (B) defects or damage resulting from accidents (including man-made accidents and traffic accidents), neglect, misuse or abnormal use; defects or damage caused by abnormal conditions or improper storage; exposure to liquid, moisture, dampness, sand or dirt, or unusual physical, electrical or electromechanical stress;
- (C) scratches, dents and cosmetic damage, unless caused by realme;
- (D) defects or damage resulting from excessive force or use of metallic objects on the touch screen;
- (E) devices that have the serial number or the IMEI numbers removed, defaced, damaged, altered or made illegible;
- (F) warranty commitments that are not provided by realme or provided to you outside of the requirements set out in these terms in relation to the Limited Warranty;
- (G) ordinary wear and tear;
- (H) defects or damage resulting from the use of the Products outside of any instructions issued by realme, improper use (including dropping from heights, handling without due care and water damage) or in conjunction with accessories, products, or ancillary/peripheral equipment that are not furnished or approved by realme;
- (I) any physical feature defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not undertaken or approved by realme;
- (J) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source;
- (K) defects or damage resulting from cellular signal reception or transmission, or viruses and other software problems introduced into the Products;
- (L) products not purchased from realme point of sale or authorised resellers (we recommend that you contact the point of sale for support);
- (M) products purchased outside of officially supported realme countries or regions (currently our official sales regions are United Kingdom, France, Italy, Spain), or where the Product has been purchased outside of our website;
- (N) repairs conducted by unofficial repair centres or disassembly, self-repair, modification, rooting and/or other human behaviours or intervention that may cause damage;

“unofficial” means not purchased through realme.com/eu or from an authorised realme partner;

- (O) any damage incurred where you are unable to provide a valid warranty card issued to you by realme on purchasing the Product and valid proof of purchase. However, an exception can be granted if you can provide satisfactory evidence that the relevant realme phone was purchased within the warranty period; and/or
- (P) any damage incurred outside of the Limited Warranty period.

7.2 For any further information relating to the Limited Warranty, please contact the realme customer support centre at [service.eu@realme.com].

8. **Statutory warranties for compliance and latent defects**

The Limited Warranty is without prejudice to the provisions relating to the statutory warranty of compliance and latent defects due by realme and whose textual foundations are attached in schedule 1 for information to these Terms of Sale.

9. **Our Cancellation Rights**

9.1 realme makes every effort to supply the Products listed in your order confirmation. However, we will need to cancel your order where:

- (A) the item which you have ordered does not meet our quality standards;
- (B) the item is not available in stock;
- (C) the item is longer available at the price at which it was purchased by you;
- (D) the item cannot be delivered due to logistics & supply chain constraint;
- (E) we are legally required to do so; or
- (F) we have reason to suspect fraud.

9.2 Under such circumstances, we will first notify the cancellation of your order and we will process your refund promptly. Unless the case involves violations of applicable national law or suspected fraud, refund of the money against the order will be entirely realme’s liability.

10. **Your Cancellation, Return and Replacement Rights for Faulty Product or Incorrect Description**

10.1 We are under a legal duty to supply Products that are fit for their given purpose, are of satisfactory quality and are as described.

10.2 You may cancel your order or get your Product repaired or replaced free of charge within 30 days of delivery, if you think that a Product we have supplied does not conform with its description or is faulty.

10.3 If you wish to return a Product or get a replacement Product due to the original Product not being fit for the given purpose, of satisfactory quality, or for incorrect description, please raise

a request on our support page at <https://buy.realme.com/eu/return-replacement> mentioning the concern regarding your Product. To apply for return of shipment and refund, you must contact us within 30 days with all the necessary detail of delivered Product being damaged, defective or not fit for use.

10.4 We may choose not to accept your returns under the following circumstances:

- (A) damages have been made to the Product due to negligence in usage or physical damage to the Product;
- (B) price fluctuations being the sole reason for return;
- (C) customized customer contracts;
- (D) invalid proof of purchase; or
- (E) Product not being purchased from the existing country/region.

10.5 In all cases, we will inspect the Products and verify any fault.

10.6 To qualify for a replacement or refund, Products must be in undamaged, be in an otherwise 'as new' condition and, if possible, with the original packaging. We reserve the right to refuse a refund if the Product returned is reasonably deemed to have been damaged.

10.7 If you contact us within thirty (30) days of delivery about a defective Product, you will have the option to select a repair, an exchange or a refund. If a fault is found after thirty(30) days from delivery of the Products, you should contact us by using the details set out in section 18 (Contact Us) and we will either repair or replace the Product or provide a refund.

10.8 Once you've contacted realme customer service and requested a return:

- (A) You will receive and be required to submit Return Form once you have applied for after-sales services on realme website successfully. Print out the form and place it inside of the shipping package you're returning as well as on the top of shipment.
- (B) Include all items from your original shipment including devices, accessories, and documentation. Do not send additional add-ons such as your SIM card, cases, screen protectors, or headphones. If such items are shipped to us by mistake, we are not able to return them.
- (C) Before returning any unit for service, be sure to back up your data. You are responsible for the personal information stored in your phone - please erase all personal and sensitive data on the device before sending it to realme. realme will not be responsible for any loss of data.
- (D) During service, data stored on the device may be deleted and reformatted. realme is not responsible for the loss of any software programs, data or other information contained in the product's storage. Recovery and reinstallation of third-party software programs, data and information are not covered under warranty.

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- (E) The shipment will be returned by you at your own cost (subject to section 10.9 below) and on the basis of acceptance/eligibility of your shipment, you can claim the expense paid for returning the shipment.

10.9 Where you choose to return a Product, you shall be solely responsible for the costs of return save for:

- (A) where the Product is defective or misdescribed according to the Product information provided to you;
- (B) you are ending the contract because realme has informed you about an upcoming change to the Product or these Terms of Sale, an error in pricing, a delay in delivery due to events outside of realme's control, or because you have a legal right to do so; and/or
- (C) where we have expressly agreed to bear the costs of return.

11. **You Changed your mind**

You have a right to return your Product(s) and cancel your contract for any reason within fourteen (14) days of the actual receipt of the Product(s) if you are based in France.

11.1 The Product must be returned complete, with all its accessories and documents and if possible, should be returned in the original packaging in its packaging. The return of the Product shall give rise to a refund equal to all the sums paid by you, *i.e.* at the purchase price of the Products purchased and the delivery costs. The costs of return incurred by exercising this right will be borne by you, which has been informed at the time of the order of the cost of returning the Product.

11.2 We will reimburse you by any means of payment within 14 days of receipt of your request to exercise the right to withdraw. However, this reimbursement period may be delayed until realme recovers the Product or until you have provided proof of shipment of the relevant Product.

11.3 Prior to any return of a Product, you shall submit a Return Form as instructed by visiting our after-sales support page at [<https://buy.realme.com/eu/return-replacement>] or contact realme customer service to request a return through E-mail at service.eu@realme.com. Without a verified Return Form, the returned package will be declined. Return requests cannot be cancelled once they have reached "shipped" status.

12. **Shipping Policy**

12.1 **Dispatch.** Orders are usually shipped within two (2) business days of payment. Orders made during promotional periods and special events, may have longer shipping times, at the discretion of realme. In such cases, customers will be separately informed in advance.

12.2 **Territory.** Currently our official sales regions are United Kingdom, France, Italy, Spain. Products are only shipped the French customers residing in mainland France ("*France métropolitaine*") and Corsica and shipment do not include French overseas territories.

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- 12.3 We will deliver the Products to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them.
- 12.4 **Inspection.** All Products are inspected and sealed before delivery to avoid damage.
- 12.5 **Status Updates.** realme will keep you updated on your order status via email. Orders cannot be cancelled once they have reached “order being prepared” status and will therefore be delivered according to their original delivery instructions after this point. However, this will not otherwise prejudice your statutory right (including those set out within these Terms of Sale).
- 12.6 Additional charges will be necessary for shipping addresses in remote locations. We are unable to ship to PO Box and Military addresses.
- 12.7 We do not recommend that you use the address of any mail forwarding companies when ordering Products for delivery, as realme will not be able to track logistics once the Products arrive at the forwarding company.
- 12.8 Please note that any of the shipping times noted on the ordering page prior to placing your order may not be available in the following circumstances:
- (A) if you schedule delivery at a fixed time;
 - (B) where you provide incomplete or incorrect address information or fail to provide us with information that is necessary to provide you with your Products. Please note that we may end the contract if you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it;
 - (C) you or the third party appointed for this purpose are not at home or available at the time of delivery;
 - (D) if you have requested self-pickup at a post office or other collection point; and
 - (E) where delays are caused by events that are outside our control (for example, extreme weather conditions, stock shortages, or a failure of our communication systems). In these cases, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. You may contact us about ending your contract or receiving a refund for any Products which you have not received if there is a substantial delay in you receiving your Products.

13. **Intellectual Property**

- 13.1 Nothing herein shall be construed as granting a licence to any trademarks, copyrights, patents, design rights or any other forms of intellectual property of either realme or its licensors. realme expressly reserves all rights.

13.2 Unless otherwise specified, nothing contained within these Terms of Sale shall mean that any Intellectual Property Right contained within the manufacturing of or provision of a realme phone or realme services shall accrue other than directly to realme, except for content where copyright or Intellectual Property Rights accrue to you directly by applicable laws.

13.3 Certain trademarks belong to third parties and may not be used without their permission. See their respective websites for more information.

14. **Personal Data**

14.1 We will only use your personal data as set out in our Privacy Policy, a copy of which can be found at [<https://www.realme.com/eu/legal/privacy-policy>].

15. **Transfer of rights and obligations**

15.1 We may transfer our rights and obligations under these Terms of Sale to another organisation.

15.2 You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree to this in writing.

16. **Changes**

16.1 We reserve the right to update these Terms of Sale at any time without prior notification by updating our website accordingly.

16.2 Subject to section 16.3 below, you will be bound by the version of the Terms of Sale in force at the time you enter into a contract.

16.3 realme may be required to make minor variations to the Terms of Sale to which you are subject for the following reasons:

(A) where we are required to make such changes under applicable law or regulations;

(B) to reflect minor technical adjustments and improvements that will have minimal impact on you, for example to address potential security threats; and/or

(C) where we notify you of the change to these Terms of Sale before we accept your order and you do not inform us that you do not accept these terms.

16.4 In addition, as set out in the descriptions of the Products offered via our website, we may make other more material changes to these Terms of Sale or our Products, but where we do so, we will notify you and you may then contact us to end the contract formed by these Terms of Sale before the changes take effect and receive a refund for any products paid for but not received as a result of such changes.

17. **Miscellaneous**

17.1 **Severability.** Each of the sections of these Terms of Sale operate separately. If any provision or part-provision of these Terms of Sale are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent

necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms of Sale.

- 17.2 **Inurement.** These Terms of Sale will be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.
- 17.3 **No Waiver.** If we do not insist immediately that you do anything you are required to do under these terms, or if you breach these Terms of Sale or any contract with us and we delay in taking steps against you, that will not mean that you do not have to do those things, and our previous inaction will not prevent us from taking action against you at a later date.
- 17.4 **Rights of Third Parties.** A person who is not party to these Terms of Sale or the contract shall not have any rights under or in connection with them under French Law.
- 17.5 **Force Majeure.** Neither Party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure results from an event beyond the control of one party, which could not reasonably have been foreseen at the time of the conclusion of the contract and whose effect could not be avoided by appropriate measures, prevents said party to perform his obligations control of either Party and not involving any fault or negligence of the Party affected (a "Force Majeure Event"). Our performance under the contract will be considered suspended for the period that the Force Majeure Event continues. You agree to provide us with an extension of time for performing our obligations for the duration of that period. We will use our reasonable endeavours to end the Force Majeure Event and/or to find a reasonable workaround.

Governing Law. Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by French law.

In accordance with L.156-1 of the French Consumer Code and in the event of a dispute relating to the present Terms of Sale, customers are informed of the possibility of recourse to a conventional mediation procedure or to any alternative method of dispute settlement.

After prior written request to realme, the Consumer may submit any claims on the dispute resolution platform put online by the European Commission at the following address: https://ec.europa.eu/info/live-work-travel-eu/consumers/resolve-your-consumer-complaint_en. The European Commission will transfer the Consumer's claim to the notified competent national mediators.

Otherwise, French Court will have exclusive jurisdiction.

- 17.6 **Notices.** Formal notices given by you to us by emailing at our email address set out in section 18 (Contact Us). We may give notice to you at either the e-mail or postal address you provide to us when placing an order or by updating our website. Notice will be deemed received and properly served immediately when posted on our website, twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17.7 We intend to rely on these Terms of Sale and any document expressly referred to in them in relation to the subject matter of the contract. Although we agree that we are responsible for statements and representations made by our duly authorised representatives, please make sure you ask for any changes to these Terms of Sale to be confirmed in writing.

18. **Contact Us**

18.1 Please contact us using the details set out below if you have any questions about these Terms of Sale.

Email support: [\[service.eu@realme.com\]](mailto:service.eu@realme.com)

This document was last updated on [May 13th 2019].

SCHEDULE 1 – STATUTORY WARRANTIES

Article L. 217-4 of the Consumer Code

"The seller is required to deliver a product which conforms to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefore or had it carried out under his responsibility."

Article L. 217-5 of the Consumer Code

"The product is conform to the contract:

1. If it is suitable for the purpose usually associated with such a product and, if applicable:

- if it corresponds to the description given by the seller and has the features that the seller presented to the buyer in the form of a sample or model;*
- - if it has the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising or labelling;*

2. Or if it has the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made know to the seller and which the latter agreed to."

Article L. 271-7 of the Consumer Code

"Defects of compliance which appear within twenty-four months with effect from the delivery of the product are presumed to exist at the time of delivery, unless proven otherwise. For second-hand products, this period is set at six months. The seller may counter this presumption if it is not compatible with the nature of the product or the defect of compliance invoked."

Article L. 217-10 of the Consumer Code

"If repair and replacement of the product is impossible, the purchaser can return the product and have the price returned or keep the property and have part of the price paid.

The same option is open to him:

1. If the solution requested, proposed or agreed pursuant to Article L. 211-9 cannot be implemented within one month of the purchaser's claim;

2. Yet if this solution cannot be implemented without major disadvantage for the latter given the nature of

the product and the use he seeks [of it].

However, the sale cannot be terminated if the non-compliance is minor. "

Article L. 217-12 of the Consumer Code

"The action resulting from lack of compliance lapses two years after delivery of the product."

Article 1641 of the Civil Code

"The seller is bound to a warranty on account of the latent defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use so that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them."

Article 1644 of the Civil Code

"[...] the purchaser has the option to return the item and have the price refunded, or to keep the item and to have part of the price paid, as decided by experts."

Article 1648 para. 1 of the Civil Code

"The action resulting from hidden defects must be brought by the purchaser within a period of two years following the discovery of the defect."

[APPLICABLE FOR ITALY]

TERMS OF SALE

1. General

- 1.1 These Terms of Sale set out the terms and conditions on which we supply Products to you.
- 1.2 References in these Terms of Sale to “you”, “your” or the “customer” shall mean the person purchasing the Products.
- 1.3 References in these Terms of Sale to “we”, “our”, “us”, “seller” or “realme” shall mean ASCENSION INTERNATIONAL TRADING CO., LIMITED trading as realme and registered in the Hong Kong and with its registered office at Unit E, 26/F, CNT Tower, 338 Hennessy Road, Wanchai, Hong Kong. Our VAT number is NL 825875948B01.
- 1.4 Reference to “**Products**” in these Terms of Sale shall mean mobile handsets and accessories made available for sale by realme on our website www.realme.com/eu.
- 1.5 When we use the words “writing” or “written” in these Terms of Sale, this includes emails.
- 1.6 Please read these Terms of Sale carefully before you submit any order to us. These Terms of Sale tell you who we are, how we will provide Products to you, how the contract may be changed or terminated, what to do if there is a problem and other important information. In some instances, these Terms of Sale may refer to, or interact with, the User Agreement, the Privacy Policy, and any additional terms and conditions and policies referenced in these Terms of Sale and/or available by hyperlink (altogether referred to as the “**Terms**”) carefully.
- 1.7 Please contact us using the details set out in section 18 (Contact Us) if you would like further information or if you think that there is an issue with these Terms of Sale.

2. Contract for the Purchase of Products

- 2.1 By placing an order using the online check out process on our website, you are making an offer to us to buy the selected Products.
- 2.2 Your offer to purchase Products will be considered by us and will be accepted when you receive a Order ConfirmationEmail. The contract will not be accepted and will not be binding on us until this point. In any case we shall provide you with an e-mail confirming the execution of the contract and a summary of the main terms thereof.
- 2.3 We may refuse to accept (or choose to cancel) your order where:
- (A) the Product is no longer in stock;
 - (B) the Product is no longer being produced;
 - (C) the Product cannot be delivered to you due to constraints with our logistics and/or supply chain;

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- (D) there is a price fluctuation and the Product that you placed an order for is no longer available at the price displayed to you;
 - (E) we cannot obtain authorisation for your payment or we do not receive payment;
 - (F) a credit reference we have obtained for you does not meet our minimum requirements;
 - (G) we have reason to suspect fraud; and/or
 - (H) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example where you provide incorrect or incomplete shipping information or contact details, or you fail to update the information when required.

2.4 Where realme is required to cancel your order, we will first notify you that we need to cancel your order before refunding you for the cost of your order in a timely manner and, in any case, within fourteen (14) days from the date of payment. Unless provided for otherwise under applicable laws, refund(s) of monies towards a cancelled order shall be the full extent of realme's liability for a cancelled order.

3. **Prices and Payments**

3.1 The price of the Products will be those displayed on our website at checkout, except where obviously incorrect.

3.2 Product prices exclude shipping charges (further details about shipping charges can be found on our website or otherwise as listed in these terms) and any banking transaction fees (for which we are not responsible).

3.3 If you are paying for your order with an international credit or debit card, the price displayed in your card statement may vary based on exchange rates. Your bank or card issuer may also charge additional foreign conversion charges and fees, which may increase the overall cost of your purchase. Please contact your bank or card issuer for further information about this before placing any order on our website.

3.4 Payments on our website are handled by a third-party payment partner and transmitted using the Secure Sockets Layer protocol ("**SSL**") with 2048-bit encryption. realme does not store or have access to your payment details. Your credit/debit card information is retained via our third-party payment partner's servers and are only stored on those servers.

4. **Our Products**

4.1 The images of the Products on our website are for illustrative purposes only. Although we have made every effort to ensure the accuracy of Product images on our website, your Product may vary slightly from those images (for example, by colour).

5. **Risk and Title**

5.1 Please note that you will be responsible for any loss of or damage to the Products from the point at which the Products are delivered to the address you have specified or the point at

which you collect the Products. You will own the Products once we have received payment in full.

6. **Warranty Policy**

6.1 The Products purchased on realme.com/eu, are covered by realme's limited warranty described in this section 6. which starts from the date of delivery (**Statutory Warranty**).

6.2 The Statutory Warranty covers the hardware components of our Products as originally supplied and Product defects caused by workmanship or build materials. The Limited Warranty does not cover any of the matters listed in section 7 (Statutory Warranty Exclusions).

Under the Statutory Warranty you have the right – at no cost – to have the Product repaired or replaced or – in case any such remedy is not objectively possible or is unreasonably expensive - to a reduction of the price you paid for such defective Product or to cancel the relevant contract. The Statutory Warranty covers any Product which is found to have a manufacturing and/or non-conformity defect within the term of twenty-four (24) months from the delivery of the Product provided that you notify us about the defective Product within two (2) months from the date you have discovered such defect.

6.3 The Statutory Warranty is only redeemable within your original country or region of purchase, subject to any applicable national laws within such country or region which may prohibit such redemption and provided that such original country or region is within the EU.

6.4 Any repair and replacement service covered by the Statutory Warranty, along with shipping and handling, will be free within the Statutory Warranty period specified below.

6.5 realme may use rebuilt, reconditioned or new parts and components when repairing any Products. Alternatively, we may replace the defective Products entirely with a rebuilt, reconditioned or new realme Products.

6.6 Please note that we only offer after sales assistance in the areas where we make shipments (this includes repairs and/or replacements/returns). realme accepts no liability for orders placed outside of official sales regions. Currently our official sales regions are United Kingdom, France, Italy, Spain.

6.7 The Statutory Warranty does not affect your statutory rights.

7. **Statutory Warranty Exclusions**

7.1 The Limited Warranty does not cover:

(A) defects or damage resulting from accidents (including man-made accidents and traffic accidents), neglect, misuse or abnormal use;

(B) defects or damage caused by abnormal conditions or improper storage; exposure to liquid, moisture, dampness, sand or dirt, or unusual physical, electrical or electromechanical stress;

(C) scratches, dents and cosmetic damage, unless caused by realme;

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- (D) defects or damage resulting from excessive force or use of metallic objects on the touch screen;
 - (E) devices that have the serial number or the IMEI numbers removed, defaced, damaged, altered or made illegible;
 - (F) warranty commitments that are not provided by realme or provided to you outside of the requirements set out in these terms in relation to the Limited Warranty;
 - (G) ordinary wear and tear;
 - (H) defects or damage resulting from the use of the Products outside of any instructions issued by realme, improper use (including dropping from heights, handling without due care and water damage) or in conjunction with accessories, products, or ancillary/peripheral equipment that are not furnished or approved by realme;
 - (I) any physical feature defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not undertaken or approved by realme;
 - (J) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source;
 - (K) defects or damage resulting from cellular signal reception or transmission, or viruses and other software problems introduced into the Products;
 - (L) products not purchased from realme point of sale or authorised resellers (we recommend that you contact the point of sale for support);
 - (M) products purchased outside of officially supported realme countries or regions (Currently our official sales regions are United Kingdom, France, Italy, Spain) or where the Product has been purchased outside of our website;
 - (N) repairs conducted by unofficial repair centres or disassembly, self-repair, modification, rooting and/or other human behaviours or intervention that may cause damage; “unofficial” means not purchased through realme.com/eu or from an authorised realme partner;
 - (O) any damage incurred where you are unable to provide a valid warranty card issued to you by realme on purchasing the Product and valid proof of purchase. However, an exception can be granted if you can provide satisfactory evidence that the relevant realme phone was purchased within the warranty period; and/or
 - (P) any damage incurred outside of the Limited Warranty period.

7.2 For any further information relating to the Limited Warranty, please contact the realme customer support centre at service.eu@realme.com.

8. **Your Cancellation, Return and Replacement Rights**

8.1 You may be able to cancel your contract, return a Product purchased from us or request replacement Products from us in the following circumstances.

8.2 **Faulty Product or incorrect description.** We are under a legal duty to supply Products that are fit for their given purpose, are of satisfactory quality and are as described. You may cancel your order and enforce the Statutory Warranty following the process set out in section 9 (Returns and Replacement Policy for Defective Products) if you think that a Product we have supplied does not conform with its description or is faulty.

8.3 **Our actions or proposed actions.** You can return a Product to us or cancel your contract with us for any of the reasons set out below:

(A) we have told you about an upcoming change to the version of the Terms that apply to you which you do not agree to (see section 16 (Changes) for more information on this);
or

(B) you have a legal right to end the contract because of something we have done wrong.

8.4 **Changed your mind.** You have a statutory right to change your mind within fourteen (14) days from delivery of the Products. You can return Products within this time period for any reason. The Products should be kept in reasonable condition and, if possible, should be returned in the original packaging. We reserve the right to make deductions from any refund due to you (for example, to cover any loss of value in the product that you are responsible for). You will also have to pay the costs of return of any goods. You can cancel your contract or return your Products by following the process set out in section 10 (Returns Process). We will process your full refund within fourteen (14) days of receiving your Product (or satisfactory proof that the Product has been shipped or posted to us) to the same source of payment from where you initially made the payment. The right to change your mind does not apply to customised Products.

8.5 Please see section 9 (Returns and Replacement Policy for Defective Products) for further information on these rights and how to exercise them.

9. **Return and Replacement Policy for Defective Products**

9.1 This section applies to returns made under the Statutory Warranty or in case you have changed your mind. Further details on making a claim under the Statutory Warranty can be found in sections 6 (Statutory Warranty) and 7 (Statutory Warranty Exclusions) and further details on returns and cancellations where you have changed your mind can be found in section 8.4.

9.2 If you wish to return a Product or get a replacement Product due to the original Product not being fit for the given purpose, of satisfactory quality, or not as described, please submit a ticket within the Statutory Warranty term through the after-sales support page on our website at [<https://buy.realme.com/eu/return-replacement>, describing the problem with your Product and why you consider it to be defective, damaged, or materially different and returning the relevant Product according to the instruction on that page.

9.3 If, after inspection of the relevant Product, we consider that the repair or replacement of defective Product are not objectively possible or are unreasonably expensive we consider that

a refund is due, we will process such refund as soon as possible and, in any case, within fourteen (14) days of the day on which we inform you that a refund is due, having inspected the relevant Product.

9.4 Please note that we may choose not to accept returns in certain situations, including, without limitation, the following circumstances:

- (A) defects or damages caused by misuse, neglect, physical damage, tampering, incorrect adjustment, normal wear and tear or incorrect installation after purchase;
- (B) price fluctuations being the sole reason for the return;
- (C) where you purchase a customised Product, unless there is a defect with the customised Product;
- (D) where you are unable to present valid proof of purchase; and/or
- (E) where the Product has not been purchased from the existing country/return from where you are now seeking to make a return.

9.5 In all cases, we will inspect the Products and verify any fault.

9.6 To qualify for a replacement or refund, devices must be undamaged, be in an otherwise 'as new' condition and, if possible, with the original packaging. Accessories must be returned, wherever reasonably practicable, sealed within their original packaging. We reserve the right to refuse a refund if the Product returned is, in our reasonable opinion, damaged.

9.7 This Returns and Replacements Policy does not affect your statutory rights.

10. **Returns Process**

10.1 To process a return please submit a Return Form here as instructed by visiting our after-sales support page at <https://buy.realme.com/eu/return-replacement> or contact realme customer service to request a return through E-mail at service.eu@realme.com. Without Return Form, the returned package will be declined. Return requests cannot be cancelled once they have reached "shipped" status.

10.2 We would recommend that you obtain proof of postage if you do return any Products to us.

10.3 Once you have submitted a return application form on the realme website and requested a return:

- (A) you will be required to finish Return Form once you have applied for after-sales services on realme website successfully. Print out the form and place it inside of the shipping package you are returning as well as on the top of the shipment. Further details about the Return form and the returns process will be provided in an email we will send to you once you have requested the return;
- (B) you should include all items from your original shipment including devices, accessories, and documentation. Do not send additional add-ons such as your SIM card, cases,

screen protectors, or headphones. If such items are shipped to us by mistake, we are not able to return them;

- (C) before returning any unit for service, be sure to back up your data. You are responsible for the personal information stored in your device - please erase all personal and sensitive data on the device before sending it to realme. realme will not be responsible for any loss of data held on your device;
- (D) during service, data stored on the device may be deleted and reformatted. realme is not responsible for the loss of any software programs, data or other information contained in the device's storage. Recovery and reinstallation of third-party software programs, data and information are not covered under warranty; and
- (E) the shipment will be returned by you at your own cost (subject to section 10.4 below) and on the basis of acceptance/ eligibility of your shipment, you can claim the expense paid for returning the shipment.

10.4 Where you choose to return a Product, you shall be solely responsible for the costs of return save for:

- (A) where the Product is defective or misdescribed according to the Product information provided to you;
- (B) you are ending the contract because realme has informed you about an upcoming change to the Product or these Terms of Sale, an error in pricing, a delay in delivery due to events outside of realme's control, or because you have a legal right to do so; and/or
- (C) where we have expressly agreed to bear the costs of return.

11. **Shipping Policy**

11.1 **Dispatch.** Orders are usually shipped within two (2) business days of payment. Orders made during promotional periods and special events, may have longer shipping times, at the discretion of realme. In such cases, customers will be separately informed in advance.

11.2 Currently our official sales regions are United Kingdom, France, Italy, Spain.

11.3 We will deliver the Products to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them.

11.4 **Inspection.** All Products are inspected and sealed before delivery to avoid damage.

11.5 **Status Updates.** realme will keep you updated on your order status via email. Orders cannot be cancelled once they have reached "order being prepared" status and will therefore be delivered according to their original delivery instructions after this point. However, this will not otherwise prejudice your statutory right (including those set out within these Terms of Sale).

11.6 Our time calculations for standard shipping and/or priority express shipping will be provided to you via the ordering page when you place an order. Additional charges will be necessary

for shipping addresses in remote locations. We are unable to ship to PO Box and Military addresses.

- 11.7 We do not recommend that you use the address of any mail forwarding companies when ordering Products for delivery, as realme will not be able to track logistics once the Products arrive at the forwarding company.
- 11.8 Please note that any of the shipping times noted on the ordering page prior to placing your order may not be available in the following circumstances:
- (A) if you schedule delivery at a fixed time;
 - (B) where you provide incomplete or incorrect address information or fail to provide us with information that is necessary to provide you with your Products. Please note that we may end the contract if you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it;
 - (C) you or the third party appointed for this purpose are not at home or available at the time of delivery;
 - (D) if you have requested self-pickup at a post office or other collection point; and
 - (E) where delays are caused by events that are outside our control (for example, extreme weather conditions, stock shortages, or a failure of our communication systems). In these cases, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. You may contact us about ending your contract or receiving a refund for any Products which you have not received if there is a substantial delay in you receiving your Products.

12. **Intellectual Property**

- 12.1 Nothing herein shall be construed as granting a licence to any trademarks, copyrights, patents, design rights or any other forms of intellectual property of either realme or its licensors. realme expressly reserves all rights.
- 12.2 Unless otherwise specified, nothing contained within these Terms of Sale shall mean that any Intellectual Property Right contained within the manufacturing of or provision of a realme phone or realme services shall accrue other than directly to realme, except for content where copyright or Intellectual Property Rights accrue to you directly by applicable laws.
- 12.3 Certain trademarks belong to third parties and may not be used without their permission. See their respective websites for more information.

13. **Personal Data**

We will only use your personal data as set out in our Privacy Policy, a copy of which can be found [<https://www.realme.com/eu/legal/privacy-policy>].

14. **Limitation of Liability**

14.1 Nothing in these Terms of Sale shall exclude either party's liability for anything which cannot be excluded under law, for example:

- (A) death or personal injury caused by our negligence;
- (B) gross negligence, fraud or fraudulent misrepresentation;
- (C) any deliberate breaches by us of these Terms of Sale that would entitle you to terminate the contract; and/or
- (D) any other form of liability that cannot be excluded or limited by law.

14.2 Subject to section 14.1 above, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms of Sale or the contract, or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable or that arises (or is made worse) because of your own failure to use reasonable care and skill or which results from breach by you of any provision of these Terms of Sale.

14.3 We only supply the Products for domestic and private use and are therefore not liable for business losses (for example, loss of revenue or income; loss of business; loss of profits; loss of goodwill; loss of business opportunity; and/or business interruption or other losses of this kind).

14.4 The provisions of this section 14 shall not affect your statutory rights as a consumer, nor your cancellation rights as a consumer (as set out in these Terms of Sale).

15. **Transfer of rights and obligations**

15.1 We may transfer our rights and obligations under these Terms of Sale to another organisation.

15.2 You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree to this in writing.

16. **Changes**

16.1 We reserve the right to update these Terms of Sale at any time without prior notification by updating our website accordingly. We recommend you reading carefully these Terms of Sale prior to placing any order.

16.2 Subject to section 16.3 below, you will be bound by the version of the Terms of Sale in force at the time you enter into a contract.

16.3 realme may be required to make minor variations to the Terms of Sale to which you are subject for the following reasons:

- (A) where we are required to make such changes under applicable law or regulations;
- (B) to reflect minor technical adjustments and improvements that will have minimal impact on you, for example to address potential security threats; and/or

(C) where we notify you of the change to these Terms of Sale before we accept your order and you do not inform us that you do not accept these terms.

16.4 In addition, as set out in the descriptions of the Products offered via our website, we may make other more material changes to these Terms of Sale or our Products, but where we do so, we will notify you and you may then contact us to end the contract formed by these Terms of Sale before the changes take effect and receive a refund for any products paid for but not received as a result of such changes.

17. **Miscellaneous**

17.1 **Severability.** Each of the sections of these Terms of Sale operate separately. If any provision or part-provision of these Terms of Sale are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms of Sale.

17.2 **Inurement.** These Terms of Sale will be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.

17.3 **No Waiver.** If we do not insist immediately that you do anything you are required to do under these terms, or if you breach these Terms of Sale or any contract with us and we delay in taking steps against you, that will not mean that you do not have to do those things, and our previous inaction will not prevent us from taking action against you at a later date.

17.4 **Rights of Third Parties.** A person who is not party to these Terms of Sale or the contract shall not have any rights under or in connection with them.

17.5 **Force Majeure.** Neither Party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure results from: force majeure, an Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, acts of terrorism or anything beyond the reasonable control of either Party and not involving any fault or negligence of the Party affected (a "Force Majeure Event"). The performance of the Party affected by the Force Majeure Event will be considered suspended for the period that the Force Majeure Event continues. The Party not affected by the Force Majeure Event agrees to provide the other Party with an extension of time for performing its obligations for the duration of that period. The Party affected by the Force Majeure Event will use its reasonable endeavours to end the Force Majeure Event and/or to find a reasonable workaround.

17.6 **Governing Law.** Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the local of the jurisdiction within which you reside. The parties shall attempt to resolve any dispute or claim arising out of or in connection with these Terms of Sale (including non-contractual disputes or claims). In the event that such a dispute cannot be resolved within 90 days from the date when the dispute arose, either party shall have the right to submit the dispute to a competent court within which you are resident.

17.7 **Notices.** Formal notices given by you to us by emailing at our email address set out in section 18 (Contact Us). We may give notice to you at either the e-mail or postal address you provide to us when placing an order or by updating our website. Notice will be deemed received and properly served immediately when posted on our website, twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

17.8 We intend to rely on these Terms of Sale and any document expressly referred to in them in relation to the subject matter of the contract. Although we agree that we are responsible for statements and representations made by our duly authorised representatives, please make sure you ask for any changes to these Terms of Sale to be confirmed in writing.

18. **Contact Us**

18.1 Please contact us using the details set out below if you have any questions about these Terms of Sale.

Email support: service.eu@realme.com

This document was last updated on May 13th 2019.

[APPLICABLE FOR SPAIN]

TERMS OF SALE

1. **General**

1.1 These Terms of Sale set out the terms and conditions on which we supply Products to you.

1.2 References in these Terms of Sale to “you”, “your” or the “customer” shall mean the person purchasing the Products.

1.3 References in these Terms of Sale to “we”, “our”, “us”, “seller” or “realme” shall mean ASCENSION INTERNATIONAL TRADING CO., LIMITED trading as realme and registered in the Hong Kong and with its registered office at Unit E, 26/F, CNT Tower, 338 Hennessy Road, Wanchai, Hong Kong. Our VAT number is NL 825875948B01.

1.4 Reference to “Products” in these Terms of Sale shall mean mobile handsets and accessories made available for sale by realme on our website www.realme.com/eu.

1.5 When we use the words “writing” or “written” in these Terms of Sale, this includes emails.

1.6 Please read these Terms of Sale carefully before you submit any order to us. These Terms of Sale tell you who we are, how we will provide Products to you, how the contract may be changed or terminated, what to do if there is a problem and other important information. In

some instances, these Terms of Sale may refer to, or interact with, the User Agreement, the Privacy Policy, and any additional terms and conditions and policies referenced in these Terms of Sale and/or available by hyperlink (altogether referred to as the “Terms”) carefully.

1.7 Please contact us using the details set out in section 18 (Contact Us) if you would like further information or if you think that there is an issue with these Terms of Sale.

2. **Contract for the Purchase of Products**

2.1 By placing an order using the online check out process on our website, you are making an offer to us to buy the selected Products.

2.2 Your offer to purchase Products will be considered by us and will be accepted when you receive a Order Confirmation Email. The contract will not be accepted and will not be binding on us until this point.

2.3 We may refuse to accept (or choose to cancel) your order where:

- (A) the Product is no longer in stock;
- (B) the Product is no longer being produced;
- (C) the Product cannot be delivered to you due to constraints with our logistics and/or supply chain;
- (D) there is a price fluctuation and the Product that you placed an order for is no longer available at the price displayed to you;
- (E) we cannot obtain authorisation for your payment or we do not receive payment;
- (F) a credit reference we have obtained for you does not meet our minimum requirements;
- (G) we have reason to suspect fraud; and/or
- (H) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Products, for example where you provide incorrect or incomplete shipping information or contact details, or you fail to update the information when required.

2.4 Where realme is required to cancel your order, we will first notify you that we need to cancel your order before refunding you for the cost of your order. Unless provided for otherwise under applicable laws, refund(s) of monies towards a cancelled order shall be the full extent of realme’s liability for a cancelled order.

3. **Prices and Payments**

3.1 The price of the Products will be those displayed on our website at checkout, except where obviously incorrect.

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- 3.2 Product prices exclude shipping charges (further details about shipping charges can be found on our website or otherwise as listed in these terms) and any banking transaction fees (for which we are not responsible).
- 3.3 If you are paying for your order with an international credit or debit card, the price displayed in your card statement may vary based on exchange rates. Your bank or card issuer may also charge additional foreign conversion charges and fees, which may increase the overall cost of your purchase. Please contact your bank or card issuer for further information about this before placing any order on our website.
- 3.4 Payments on our website are handled by a third-party payment partner and transmitted using the Secure Sockets Layer protocol (“SSL”) with 2048-bit encryption. realme does not store or have access to your payment details. Your credit/debit card information is retained via our third-party payment partner’s servers and are only stored on those servers.

4. **Our Products**

- 4.1 The images of the Products on our website are for illustrative purposes only. Although we have made every effort to ensure the accuracy of Product images on our website, your Product may vary slightly from those images (for example, by colour).

5. **Risk and Title**

- 5.1 Please note that you will be responsible for any loss of or damage to the Products from the point at which the Products are delivered to the address you have specified or the point at which you collect the Products. You will own the Products once we have received payment in full.

6. **Warranty Policy**

- 6.1 The realme phones and the accessories specified in section 6.7 below, where purchased on realme.com/eu, are covered by realme’s limited warranty described in this section 6 which starts from the date of delivery (the “Limited Warranty”).
- 6.2 The Limited Warranty covers the hardware components of our Products as originally supplied and Product defects caused by workmanship or build materials. The Limited Warranty does not cover any of the matters listed in section 7 (Limited Warranty Exclusions).
- 6.3 The Limited Warranty is only redeemable within your original country or region of purchase, subject to any applicable national laws within such country or region which may prohibit such redemption and provided that such original country or region is within the EU.
- 6.4 Any repair and replacement service covered by the Limited Warranty, along with shipping and handling, will be free within the Limited Warranty period specified below.
- 6.5 realme may use rebuilt, reconditioned or new parts and components when repairing any Products. Alternatively, we may replace the defective Products entirely with a rebuilt, reconditioned or new realme Products.
- 6.6 Please note that we only offer after sales assistance in the areas where we make shipments (this includes repairs and/or replacements/returns). realme accepts no liability for orders

placed outside of official sales regions. Currently our official sales regions are United Kingdom, France, Italy, Spain.

6.7 We have set out the Limited Warranty periods in respect of each of our Products below. The Products covered by the Limited warranty are:

Item	Limited Period	Warranty
[all realme Phones] (Part cost and service charge included).	Twenty-four months	(24)
Batteries within all realme phones (Part cost and service charge included)	Twelve (12) months	
Chargers for realme phones and other accessories (including adapter , USB cable) (Part cost and service charge included)	Twelve (12) months	

6.8 The Limited Warranty does not affect your statutory rights.

7. **Limited Warranty Exclusions**

7.1 The Limited Warranty does not cover:

- (A) software, consumable items, and accessories, even if packaged and sold together with Products;
- (B) defects or damage resulting from accidents (including man-made accidents and traffic accidents), neglect, misuse or abnormal use; defects or damage caused by abnormal conditions or improper storage; exposure to liquid, moisture, dampness, sand or dirt, or unusual physical, electrical or electromechanical stress;
- (C) scratches, dents and cosmetic damage, unless caused by realme;
- (D) defects or damage resulting from excessive force or use of metallic objects on the touch screen;
- (E) devices that have the serial number or the IMEI numbers removed, defaced, damaged, altered or made illegible;
- (F) warranty commitments that are not provided by realme or provided to you outside of the requirements set out in these terms in relation to the Limited Warranty;
- (G) ordinary wear and tear;
- (H) defects or damage resulting from the use of the Products outside of any instructions issued by realme, improper use (including dropping from heights,

handling without due care and water damage) or in conjunction with accessories, products, or ancillary/peripheral equipment that are not furnished or approved by realme;

- (I) any physical feature defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not undertaken or approved by realme;
- (J) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source;
- (K) defects or damage resulting from cellular signal reception or transmission, or viruses and other software problems introduced into the Products;
- (L) products not purchased from realme point of sale or authorised resellers (we recommend that you contact the point of sale for support);
- (M) products purchased outside of officially supported realme countries or regions (currently our official sales regions are United Kingdom, France, Italy, Spain), or where the Product has been purchased outside of our website;
- (N) repairs conducted by unofficial repair centres or disassembly, self-repair, modification, rooting and/or other human behaviours or intervention that may cause damage; “unofficial” means not purchased through realme.com/eu or from an authorised realme partner;
- (O) any damage incurred where you are unable to provide a valid warranty card issued to you by realme on purchasing the Product and valid proof of purchase. However, an exception can be granted if you can provide satisfactory evidence that the relevant realme phone was purchased within the warranty period; and/or
- (P) any damage incurred outside of the Limited Warranty period

7.2 For any further information relating to the Limited Warranty, please contact the realme customer support service via service.eu@realme.com.

8. **Your Cancellation, Return and Replacement Rights**

8.1 You may be able to cancel your contract, return a Product purchased from us or request replacement Products from us in the following circumstances.

8.2 **Faulty Product or incorrect description.** We are under a legal duty to supply Products that are fit for their given purpose, are of satisfactory quality and are as described. You may cancel your order or get your Product repaired or replaced following the process set out in section 9 (Returns and Replacement Policy for Defective Products) if you think that a Product we have supplied does not conform with its description or is faulty.

8.3 **Our actions or proposed actions.** You can return a Product to us or cancel your contract with us for any of the reasons set out below:

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- (A) we have told you about an upcoming change to the version of the Terms that apply to you which you do not agree to (see section 16 (Changes) for more information on this); or
 - (B) you have a legal right to end the contract because of something we have done wrong.

8.4 **Changed your mind.** You may return your Products or cancel your contract within fourteen (14) days after the day you receive the Products if you are based in the European Union (EU). Where you intend to cancel your contract in line with your statutory rights if you are based in the European Union. You can return Products within this time period for any reason. The Products should be kept in reasonable condition and, if possible, should be returned in the original packaging. We reserve the right to make deductions from any refund due to you (for example, to cover any loss of value in the product that you are responsible for). You will also have to pay the costs of return of goods. You can cancel your contract or return your Products by following the process set out in section 10 (Returns Process) or by contacting us set out in section 18 (Contact Us). We will process your full refund within fourteen (14) days of receiving your Product (or satisfactory proof that the Product has been shipped or posted to us) to the same source of payment from where you initially made the payment.

8.5 Please see section 9 (Returns and Replacement Policy for Defective Products) for further information on these rights and how to exercise them.

9. **Return and Replacement Policy for Defective Products**

9.1 This section does not apply to returns under the Limited Warranty or where you have changed your mind. Further details on making a claim under the Limited Warranty can be found in sections 6 (Warranty Policy) and 7 (Limited Warranty Exclusions) and further details on returns and cancellations where you have changed your mind can be found in section 8.4.

9.2 If you wish to return a Product or get a replacement Product due to the original Product not being fit for the given purpose, of satisfactory quality, or not as described, please submit a ticket within 30 days of receiving the Product through the after-sales support page on our website at <https://buy.realme.com/eu/return-replacement>, describing the problem with your Product and why you consider it to be defective, damaged, or materially different and returning the relevant Product according to the instructions on that page

9.3 If, after inspection of the relevant Product, we consider that a refund is due, we will process such refund as soon as possible and, in any case, within fourteen (14) days of the day of that day on which we inform you that a refund is due, having inspected the relevant Product.

9.4 Please note that we may choose not to accept returns in certain situations, including, without limitation, the following circumstances:

- (A) defects or damages caused by misuse, neglect, physical damage, tampering, incorrect adjustment, normal wear and tear or incorrect installation after purchase;
- (B) price fluctuations being the sole reason for the return;
- (C) where you purchase a customised Product, unless there is a defect with the customised Product;

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- (D) where you are unable to present valid proof of purchase; and/or
 - (E) where the Product has not been purchased from the existing country/return from where you are now seeking to make a return.

9.5 In all cases, we will inspect the Products and verify any fault.

9.6 To qualify for a replacement or refund, devices must be undamaged, be in an otherwise 'as new' condition and, if possible, with the original packaging. Accessories must be returned, wherever reasonably practicable, sealed within their original packaging. We reserve the right to refuse a refund if the Product returned is, in our reasonable opinion, damaged.

9.7 If you contact us within thirty (30) days of delivery about a defective Product, you will have the option to select a repair, a replacement or a refund. If a fault is found after thirty (30) days from delivery of the Products, you should contact us by using the details set out in section 18 (Contact Us) and we will either repair or replace the Product or provide a refund.

9.8 This Returns and Replacements Policy does not affect your statutory rights.

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10.2 We would recommend that you obtain proof of postage if you do return any Products to us.

10.3 Once you have submitted a return application form on the realme website and requested a return:

- (A) you will be required to finish a return form once you have applied for after sales services on realme website successfully. Print out the form and place it inside of the shipping package you are returning as well as on the top of the shipment. Further details about the return of shipment form and the returns process will be provided in an email we will send to you once you have requested the return;
- (B) you should include all items from your original shipment including devices, accessories, and documentation. Do not send additional add-ons such as your SIM card, cases, screen protectors, or headphones. If such items are shipped to us by mistake, we are not able to return them;
- (C) before returning any unit for service, be sure to back up your data. You are responsible for the personal information stored in your device - please erase all personal and sensitive data on the device before sending it to realme. realme will not be responsible for any loss of data held on your device;
- (D) during service, data stored on the device may be deleted and reformatted. realme is not responsible for the loss of any software programs, data or other information contained in the device's storage. Recovery and reinstallation of

third-party software programs, data and information are not covered under warranty and

- (E) the shipment will be returned by you at your own cost (subject to section 10.4 below) and on the basis of acceptance/eligibility of your shipment, you can claim the expense paid for returning the shipment.

10.4 Where you choose to return a Product, you shall be solely responsible for the costs of return save for:

- (A) where the Product is defective or misdescribed according to the Product information provided to you;
- (B) you are ending the contract because realme has informed you about an upcoming change to the Product or these Terms of Sale, an error in pricing, a delay in delivery due to events outside of realme's control, or because you have a legal right to do so; and/or
- (C) where we have expressly agreed to bear the costs of return.

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11.1 **Dispatch.** Orders are usually shipped within two (2) business days of payment. Orders made during promotional periods and special events, may have longer shipping times, at the discretion of realme. In such cases, customers will be separately informed in advance.

11.2 Currently our official sales regions are United Kingdom, France, Italy, Spain.

11.3 We will deliver the Products to the delivery address you specify in your order. We will not deliver the Products to your delivery address unless there is someone present to accept and sign for them.

11.4 **Inspection.** All Products are inspected and sealed before delivery to avoid damage.

11.5 **Status Updates.** realme will keep you updated on your order status via email. Orders cannot be cancelled once they have reached "order being prepared" status and will therefore be delivered according to their original delivery instructions after this point. However, this will not otherwise prejudice your statutory right (including those set out within these Terms of Sale).

11.6 Our time calculations for standard shipping and/or priority express shipping will be provided to you via the ordering page when you place an order. Additional charges will be necessary for shipping addresses in remote locations. We are unable to ship to PO Box and Military addresses.

11.7 We do not recommend that you use the address of any mail forwarding companies when ordering Products for delivery, as realme will not be able to track logistics once the Products arrive at the forwarding company.

11.8 Please note that any of the shipping times noted on the ordering page prior to placing your order may not be available in the following circumstances:

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- (A) if you schedule delivery at a fixed time;
 - (B) where you provide incomplete or incorrect address information or fail to provide us with information that is necessary to provide you with your Products. Please note that we may end the contract if you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information. We will not be responsible for supplying the Products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it;
 - (C) you or the third party appointed for this purpose are not at home or available at the time of delivery;
 - (D) if you have requested self-pickup at a post office or other collection point; and
 - (E) where delays are caused by events that are outside our control (for example, extreme weather conditions, stock shortages, or a failure of our communication systems). In these cases, we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this, we will not be liable for delays caused by the event. You may contact us about ending your contract or receiving a refund for any Products which you have not received if there is a substantial delay in you receiving your Products.

12. **Intellectual Property**

- 12.1 Nothing herein shall be construed as granting a licence to any trademarks, copyrights, patents, design rights or any other forms of intellectual property of either realme or its licensors. realme expressly reserves all rights.
- 12.2 Unless otherwise specified, nothing contained within these Terms of Sale shall mean that any Intellectual Property Right contained within the manufacturing of or provision of a realme phone or realme services shall accrue other than directly to realme, except for content where copyright or Intellectual Property Rights accrue to you directly by applicable laws.
- 12.3 Certain trademarks belong to third parties and may not be used without their permission. See their respective websites for more information.

13. **Personal Data**

- 13.1 We will only use your personal data as set out in our Privacy Policy, a copy of which can be found <https://www.realme.com/eu/legal/privacy-policy>.

14. **Limitation of Liability**

- 14.1 Nothing in these terms shall exclude either party's liability for anything which cannot be excluded under law, for example:
 - (A) death or personal injury caused by our negligence;
 - (B) fraud or fraudulent misrepresentation;

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- (C) any deliberate breaches by us of these Terms of Sale that would entitle you to terminate the contract; and/or
 - (D) any other form of liability that cannot be excluded or limited by law.
- 14.2 Subject to section 14.1 above, we are responsible for loss or damage you suffer that is a foreseeable result of our breaching these Terms of Sale or the contract, or our failing to use reasonable care and skill. We are not responsible for any loss or damage that is not foreseeable or that arises (or is made worse) because of your own failure to use reasonable care and skill or which results from breach by you of any provision of these Terms of Sale.
- 14.3 We only supply the Products for domestic and private use and are therefore not liable for business losses (for example, loss of revenue or income; loss of business; loss of profits; loss of goodwill; loss of business opportunity; and/or business interruption or other losses of this kind).
- 14.4 The provisions of this section 14 shall not affect your statutory rights as a consumer, nor your cancellation rights as a consumer (as set out in these Terms of Sale).
15. **Transfer of rights and obligations**
- 15.1 We may transfer our rights and obligations under these Terms of Sale to another organisation.
- 15.2 You may only transfer your rights or your obligations under these Terms of Sale to another person if we agree to this in writing.
16. **Changes**
- 16.1 We reserve the right to update these Terms of Sale at any time without prior notification by updating our website accordingly.
- 16.2 Subject to section 16.3 below, you will be bound by the version of the Terms of Sale in force at the time you enter into a contract.
- 16.3 realme may be required to make minor variations to the Terms of Sale to which you are subject for the following reasons:
- (A) where we are required to make such changes under applicable law or regulations;
 - (B) to reflect minor technical adjustments and improvements that will have minimal impact on you, for example to address potential security threats; and/or
 - (C) where we notify you of the change to these Terms of Sale before we accept your order and you do not inform us that you do not accept these terms.
- 16.4 In addition, as set out in the descriptions of the Products offered via our website, we may make other more material changes to these Terms of Sale or our Products, but where we do so, we will notify you and you may then contact us to end the contract formed by these Terms of Sale before the changes take effect and receive a refund for any products paid for but not received as a result of such changes.

17. **Miscellaneous**

- 17.1 **Severability.** Each of the sections of these Terms of Sale operate separately. If any provision or part-provision of these Terms of Sale are held by a court of competent jurisdiction to be invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms of Sale.
- 17.2 **Inurement.** These Terms of Sale will be binding on the parties and their respective heirs, executors, administrators and permitted successors and assigns.
- 17.3 **No Waiver.** If we do not insist immediately that you do anything you are required to do under these terms, or if you breach these Terms of Sale or any contract with us and we delay in taking steps against you, that will not mean that you do not have to do those things, and our previous inaction will not prevent us from taking action against you at a later date.
- 17.4 **Rights of Third Parties.** A person who is not party to these Terms of Sale or the contract shall not have any rights under or in connection with them.
- 17.5 **Force Majeure.** Neither Party shall be liable for delay in performing obligations or for failure to perform obligations hereunder if the delay or failure results from: force majeure, an Act of God, or any governmental act, fire, earthquake, explosion, accident, industrial dispute, civil commotion, acts of terrorism or anything beyond the reasonable control of either Party and not involving any fault or negligence of the Party affected (a "Force Majeure Event"). Our performance under the contract will be considered suspended for the period that the Force Majeure Event continues. You agree to provide us with an extension of time for performing our obligations for the duration of that period. We will use our reasonable endeavours to end the Force Majeure Event and/or to find a reasonable workaround.
- 17.6 **Governing Law.** Contracts for the purchase of Products through our website and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by the local of the jurisdiction within which you reside. The parties shall attempt to resolve any dispute or claim arising out of or in connection with these Terms of Sale (including non-contractual disputes or claims). In the event that such a dispute cannot be resolved within 90 days from the date when the dispute arose, either party shall have the right to submit the dispute to a competent court within which you are resident.
- 17.7 **Notices.** Formal notices given by you to us by emailing at our email address set out in section 18 (Contact Us). We may give notice to you at either the e-mail or postal address you provide to us when placing an order or by updating our website. Notice will be deemed received and properly served immediately when posted on our website, twenty-four (24) hours after an e-mail is sent, or three (3) days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.
- 17.8 We intend to rely on these Terms of Sale and any document expressly referred to in them in relation to the subject matter of the contract. Although we agree that we are responsible

for statements and representations made by our duly authorised representatives, please make sure you ask for any changes to these Terms of Sale to be confirmed in writing.

18. **Contact Us**

18.1 Please contact us using the details set out below if you have any questions about these Terms of Sale.

Email support: service.eu@realme.com

18.2 **This document was last updated on May 13th 2019.**

