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Legal

Does rooting your device (e.g. an Android phone) and replacing its operating system with something else void your statutory warranty, if you are a consumer?

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In short:

No.

Just the fact that you modified or changed the software of your device, is not a sufficient reason to void your statutory warranty. As long as you have bought the device as a consumer in the European Union.

A bit longer:

Directive 1999/44/CE dictates¹ that any object meeting certain criteria (incl. telephones, computers, routers etc.) that is sold to a consumer². inside the European Union, **has to carry a warranty** from the seller that the device will meet the quality that you would expect for such a device **for a period of 2 years**.

A telephone is an example of such a device and is an object that comprises many parts, from the case to the screen to the radio, to a mini-computer, to the battery, to the software that runs it. If any of these parts³ stop working in those 2 years, the seller has to fix or replace them. What is more these repairs should not cost the consumer a single cent — the seller has to cover the expenses (Directive 1999/44/CE, §3). If the seller has any expenses for returning it to the manufacturer, this is not your problem as a consumer.

If your device becomes defective **in the first 6 months**, it is presumed that the defect was there all along, *so you should not need to prove anything*.

If your device becomes defective **after the first 6 months, but before 2 years run out**, you are still covered. The difference is only that if the defect arises now, the seller can claim that the defect was caused by some action that was triggered by non-normal use of the device⁴. But in order to avoid needing to repair or replace your device, the seller has to prove that your action caused⁵ the defect. It is generally recognised by courts that *unless there is a sign of abuse of the device, the defect is there because the device was faulty from the beginning*. That is just common sense, after all.

So, we finally come to **the question of rooting, flashing and changing the software**. Unless the seller can prove that modifying the software, rooting your device or flashing it with some other OS or firmware was the cause for the defect, *you are still covered for defects during those 2 years*. A good test to see if it is the software's fault is to flash it back with stock firmware/OS and see if the problem persists. If it does, it is not a software-caused problem. If it is not possible to revert it stock software any more, it is also not a software-caused defect. There are very few hardware defects that are caused by software — e.g. overriding the speaker volume above the safe level could blow the speaker.

Many manufacturers of consumer devices write into their warranties a paragraph that by changing the software or “rooting” your device, you void the warranty. You have to understand that in EU we have a “**statutory warranty**”, which is compulsory that *the seller must offer by law* (Directive 1999/44/CE, §7.1) and a “**voluntary warranty**” which the seller or manufacturer

can, but does not need to, offer as *an additional service to the consumer*. Usually the “voluntary warranty” covers a longer period of time or additional accidents not covered by law⁶. If though the seller, the manufacturer or anyone else offers a “voluntary warranty”, he is bound to it as well!

So, even if, by any chance your “voluntary warranty” got voided, by European law, you should still have the 2 year “compulsory warranty” as it is described in the Directive and which is the topic of this article.

In case **the seller refuses your right** to repair or replace the device, you can sue him in a civil litigation and can *report the incident to the national authority*. In many European countries such action does not even require hiring a lawyer and is most of the time ensured by consumers associations.

The warranty under this Directive is only applicable inside the European Union and only if you bought the device as a consumer.

[1] EU member states must have by now imported the Directive 1999/44/CE into their national laws. So you should quote also your local law on that topic.

[2] A consumer is a natural person who acts for their own private purposes and not as a professional. .

[3] Batteries can be exempt of this and usually hold only 6 months warranty.

[4] E.g. a defect power button could be caused by spreading marmalade in it or hooking it onto a robot that would continuously press the button every second 24/7 — of course that is not normal or intended use.

[5] Note that correlation is not causation — the defect has to be proven to be caused by your action, not just correlate with it.

[6] E.g. if a device manufacturer guarantees the phone is water- and shock-proof or a car manufacturer offers 7 years of warranty against rust.

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