

LIMITED WARRANTY

WHO IS COVERED?

This limited warranty is non-transferable and covers only the original end purchaser. An original or copy of the sales receipt from the original PopSockets authorized sales retailer is required for warranty service, unless otherwise prohibited by law. This limited warranty does not cover Products purchased through online auction websites. PopSockets Products are legitimately sold only by authorized retailers who are required to follow PopSockets' policies, procedures, and quality control standards. THIS LIMITED WARRANTY IS PROVIDED IN ADDITION TO ANY OTHER RIGHTS THE ORIGINAL END PURCHASER MAY HAVE AT LAW. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

WHAT IS COVERED AND WHAT IS THE WARRANTY PERIOD?

PopSockets LLC ("PopSockets"), 5757 Central Ave, Boulder, CO 80301 U.S.A. (contactable by email at customerservice@PopSockets.com), warrants that this product (the "Product") will be free from defects in workmanship and materials under normal use for the lifetime of the product which PopSockets designates to be three years.

WHAT IS NOT COVERED?

Normal wear and tear of Product use; damage caused by misuse, lack of care, mishandling, accident, or abuse; damage caused by use of the Product other than for its intended purpose; damage caused by improper or unauthorized repair or maintenance; damage to a Product that has been modified or altered; and damage to any product other than the Product, including without limitation damage to any device used in connection with the Product.

HOW TO MAKE A CLAIM UNDER THIS LIMITED WARRANTY

Warranty claims must be made directly to PopSockets. Product must be returned to PopSockets LLC, 5757 Central Ave, Boulder, CO 80301 U.S.A. via traceable method along with the original purchase receipt and your contact name, phone number, physical and email addresses. If PopSockets determines that there is a warranted defect in the Product, PopSockets will, at its option, repair the defect, provide a replacement product to you, or provide a refund of the purchase price of the product within 30 days. PopSockets is not liable for Products that are damaged or lost in transit to PopSockets. Customer will pay shipping costs for the return of goods to PopSockets and will also be responsible for customs fees, including, but not limited to, taxes, duties, and brokerage. PopSockets will pay shipping costs for the return shipment of the replacement or repaired product.

SOLE AND EXCLUSIVE REMEDY FOR THIS LIMITED WARRANTY

Your sole and exclusive remedy for a claim covered by this limited warranty. PopSockets reserves the right to send you a replacement product that is the same or of a similar style or a substitute equivalent that may not be of like kind (depending on availability). Replacement products will be furnished only on an exchange basis. Replacement products are covered by this limited warranty for the remainder of the original applicable Product warranty period (in addition to any other rights you may have at law).

LIMITED WARRANTY DISCLAIMERS - TO THE EXTENT PERMITTED BY LAW, POPSOCKETS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY LIMITS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS LIMITED WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

LIMITATION OF LIABILITY - TO THE EXTENT PERMITTED BY LAW, POPSOCKETS, ITS EMPLOYEES, AGENTS, AND SUPPLIERS SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, INCLUDING WITHOUT LIMITATION DAMAGE TO ANY DEVICE USED IN CONNECTION WITH THE PRODUCT. IF THIS LIMITATION OF LIABILITY IS NOT PERMITTED BY LAW, OR IS NOT EFFECTIVE AT LAW, THEN TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES IN TORT (INCLUDING NEGLIGENCE), THE ENTIRE LIABILITY OF POPSOCKETS AND ANY OF ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.