

## **CASE-MATE WARRANTY**

Case-Mate offers a **One Year Limited Warranty** on all products sold when the Product is purchased through an authorized reseller.

All Case-Mate products are fully guaranteed against defects in materials or workmanship for one year from the date of original purchase (the "Warranty Period").

If a defect arises and a valid claim is received by Case-Mate within the Warranty Period, at its option, Case-Mate will repair the product or exchange the product with a functionally equivalent new product. Case-Mate warrants replacement products provided hereunder against defects in materials and workmanship from the date of the repair or replacement for 90 days or, if longer, for the remainder of the Warranty Period. If the product is exchanged, the replacement product becomes your property and the returned product becomes Case-Mate's property. When a refund is given, the returned product becomes Case-Mate's property.

### **Limitations on Warranty**

Our guarantee does not cover product damages that may have resulted from normal wear and tear or misuse/abuse or modification of the product. Additionally, the warranty does not cover damage to your device as a result of the use of any Case-Mate product.

Case-Mate will not be liable for any indirect, incidental, or punitive damages arising from the use of any Case-Mate product. The Case-Mate Limited Warranty does not, in any situation, cover the repair or replacement of property, including but not limited to, electronic devices and/or other personal property.

Case-Mate reserves the right to send a replacement product of similar value and design. Product replacements are only covered by the warranty of initial purchase and do not extend the length of warranty. Warranty replacements are provided based on product availability, and are extend only within the same device or product line as the original purchase. Product line substitutions are not available.

To the maximum extent permitted by law, Case-Mate is not responsible for direct, or for special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including without limitation any costs of replacing personal property, or costs of recovering or reproducing any program or data stored in a device used with or carried in the incase product.

### **No Other Warranties**

To the maximum extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Case-Mate specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Case-Mate cannot lawfully disclaim or exclude implied warranties under applicable law, then to the

extent possible any claims under such implied warranties shall expire on expiration of the Warranty Period. No Case-Mate reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

### **Repair and replacement**

We will, at our discretion, repair or replace any product that proves to be defective in material or workmanship. If your product is no longer being manufactured or is out of stock, we may replace your product with a similar or better product at our option. If you return your product within the first 30 days of purchase, you will receive a new replacement unit.

Some products we made may no longer be in production, and there may be no similar products for your device due to its age. In that event, if you have a proof of purchase, we will offer you a product for an alternate device type of equal or greater value.

You are responsible for shipping or transportation charges from you to Case-Mate. We will pay the shipping costs to send you a replacement unit.

### **Reseller Purchases**

If you purchased the item(s) from an authorized reseller or distributor and the product is defective, please return the product to the reseller for an exchange or refund. If you are unable to obtain an exchange or refund, you may contact Case-Mate Customer Service for instructions on filing a warranty claim. Case-Mate is unable to offer any refunds for product not purchased on [case-mate.com](http://case-mate.com) directly. (See the Case-Mate Refund and Return Policy for guidelines on returns and exchanges).

**Important note: For purchases made on Amazon.com, e-Bay or other online resellers/auction sites**, you will be required to provide a detailed invoice showing the product was purchased in new condition.

### **Documentation**

Proof of purchase is required to file a warranty claim. On all warranty claims, Case-Mate reserves the right to decline a warranty for insufficient documentation or for product defects that are not verifiable.

### **Consumer Protection**

For consumers who have the benefit of consumer protection laws or regulations in their country of purchase or, if different, their country of residence, that cannot be disclaimed as set forth above ("consumer laws"), the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer laws. To the extent that liability under such consumer laws may be limited, Case-Mate's liability is limited, at its sole option, to replacement or repair of the product.

## **Obtaining Warranty Service**

If you wish to make a claim under this warranty with respect to a Case-Mate product, please [submit your request](#) or contact the Case-Mate Customer Service Team at 866-689-3432.

## **California Proposition 65 Notice**

The State of California requires that all manufactures notify their consumers of certain chemicals that may be found in their products, even if the amount is very slight. This is so because, if ingested, exposure to these chemicals could contribute to higher risks of cancer or birth defects. The general Proposition 65 notice is as follows:

**WARNING:** This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

All of our products are safe and are required to meet applicable federal health and safety standards. A variety of products on the market today contain safe levels of these chemicals, and when used as intended, do not expose the consumer to any greater risks.

With that in mind, please use this product only for its intended purpose and, although unlikely, do not eat or attempt to ingest any part of this product. If any portion of this product becomes detached it should be returned to the manufacturer for correction.

**Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.**