

# Warranty Information

## Speck Products Limited One-Year Warranty

WHO IS COVERED? This limited one-year warranty is non-transferable and covers only the original end purchaser. An original or copy of a sales receipt from the original Speck Authorized sales retailer is required for warranty service. This limited warranty does not cover products purchased from 3rd party sellers on online sales auction sites. Online sales auction confirmations are NOT accepted for warranty verification.

WHAT IS COVERED? Speck Products (“Speck”) warrants that this product (the “Product”) will be free from defects in workmanship and materials under normal use for a period of one year from the original purchase date (“Limited Warranty Period”).

WHAT IS NOT COVERED?

- Normal wear and tear of Product use
- Misuse, lack of care, mishandling, accident, abuse or other abnormal use
- Use of the Product other than for its intended purpose
- Damage caused by improper or unauthorized repair or maintenance
- Product that has been modified or altered
- Any product that is not manufactured by Speck (including, without limitation, any non-Speck product that is used in connection with the Product)

## Speck Products Lifetime Limited Warranty for MightyShell and MightyShell Clear

WHO IS COVERED? This lifetime limited warranty is non-transferable and covers only the original end purchaser. An original or copy of a sales receipt from the original Speck Authorized sales retailer is required for warranty service. This lifetime limited warranty does not cover products purchased from 3rd party sellers on online sales auction sites. Online sales auction confirmations are NOT accepted for warranty verification.

WHAT IS COVERED? Speck Products (“Speck”) warrants that MightyShell and MightyShell Clear (the “Product”) will be free from defects in workmanship and materials for the lifetime of the product.

WHAT IS NOT COVERED?

- Normal wear and tear of Product use
- Misuse, lack of care, mishandling, accident, abuse or other abnormal use
- Use of the Product other than for its intended purpose
- Damage caused by improper or unauthorized repair or maintenance
- Product that has been modified or altered

- Any product that is not manufactured by Speck (including, without limitation, any non-Speck product that is used in connection with the Product)

## **How to make a warranty claim**

Warranty claims must be made directly to Speck. [View our FAQ page for information on how to submit your warranty claim.](#)

Once Speck receives your returned Product, Speck will evaluate your claim (typically within 7-10 business days) to determine whether the returned Product does not conform to this limited warranty. If Speck determines that there is a warranted defect in the Product, Speck will, at its option, remedy the defect as set forth below in this limited warranty. Speck is not liable for Products that are damaged or lost in transit to Speck. We recommend that you ship your returned products to Speck via a trackable shipment method. You are responsible for customs fees, including, but not limited to, taxes, duties and brokerage.

All products returned to Speck will be subject to review for authenticity. Products determined to be counterfeit will be confiscated and turned over to Speck's legal department for action. Counterfeit cases will not be returned and consumers should seek restitution from their original place of purchase.

## **SOLE AND EXCLUSIVE REMEDY**

Your sole and exclusive remedy for a breach of this limited warranty, and Speck's sole and entire liability is, at Speck's option, to repair or replace the defective Product. If the product was purchased directly from our on-line store, you may request a refund for the purchase price of the defective Product if your claim is submitted within 30 days of the purchase date. Repair or replacement (including parts and labor and shipping costs) shall be made at Speck's expense. Speck 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 warranted as above for the remainder of the original applicable Product warranty period.

## **WARRANTY DISCLAIMERS**

Except as expressly set forth above in this limited warranty, Speck makes no other express or implied warranties to the extent permitted by law and specifically disclaims and excludes all implied warranties, including, without limitation, the implied warranties of non-infringement of third party rights, merchantability and fitness for a particular purpose. If such disclaimer of any implied warranty is not permitted by law, the duration of any such implied warranties is limited to the durations set forth in this limited warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so such limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

## **LIMITATION OF LIABILITY**

In no event shall Speck or its suppliers shall 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, property damage, loss of value of the product or any third party products that are used in or with the product, or loss of use of the product or any third party products that are used in or with the product, even if Speck has been advised of the possibility of such damages. Speck has no liability for any damage or destruction to consumer electronics devices or other personal property that are in the products, including, without limitation, laptops, cell phones, MP3 players, DVD players or handheld devices, or any loss of data contained in the foregoing devices. Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract, tort (including negligence) or otherwise), the entire liability of Speck and any of its suppliers shall be limited to the amount actually paid by you for the product. Some states and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

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.