

## SKECH Warranty

### **Limited Warranty**

Skech Marketing Co. Limited, and any of its authorized resellers (hereinafter together "Company"), are subject to the conditions and limitations set forth below. The warranty applies only to the original purchaser of this product when purchased from the Company ("Buyer"), and that the product shall be free of defects in workmanship and materials under normal use for a period of one (1) year from the original purchase date ("Warranty Period"). The Buyer's sole and exclusive remedy for a breach of this limited warranty and the Company's sole and entire liability is to repair or replace the defective product. The Company can elect to refund the Buyer with the amount paid therefore, provided that a valid claim relating to the product covered by this warranty shall be received by the Company within the Warranty Period. Repaired and replaced products are warrantied as above for the remainder of the original applicable Warranty Period or an additional 90 days, whichever is longer.

### **Limitations**

The warranty shall not apply to:

- Customary "wear and tear" for products of similar nature;
- Abuse, misuse, accidental damage, improper maintenance or unauthorized repair, mishandling, negligent acts, lack of care or other use not in strict adherence with the Company's written instructions;
- Use of the product other than for its intended purpose.
- A product that has been altered and/or modified;
- Including but not limited to any third party product that is used in connection with the product.
- Screen Guards/Protectors are not covered under warranty.
- Cases purchased at promotional close out rates or via an auction site (including, but not limited, to eBay, Quibids, etc.)
- Products purchased through unauthorized third party resellers, deal sites (including, but not limited to, Groupon, Living Social, NoMoreRack, DailySteals, DailyDeals, Woot, etc.), liquidation sites, auction sites (including, but not limited, to eBay, Quibids, etc.); promotional items; or incidental or consequential damages.

This warranty is non-transferable.

### **Warranty Disclaimers**

THIS LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, INCLUDING EXPRESSED OR IMPLIED LIABILITIES OR OBLIGATIONS OF THE COMPANY. THE COMPANY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON INFRINGEMENT OF THIRD-PARTY RIGHTS. NO EMPLOYEE, REPRESENTATIVE OR RESELLER OF THE COMPANY IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

### **Limitation of Liability**

In no event shall the Company be liable to the Buyer or any third party for any indirect, special, incidental, exemplary or consequential damages of any kind resulting from any breach of warranty or from the use of the product This includes without limitation: property damage, loss of value of the product or any third party products that are used, stored, or carried in the product. The Company shall not be liable to the Buyer or any third party for any damage to the Buyer's electronic devices or other personal property that are used, stored, or carried in the product, including any loss of data or personal property contained in the foregoing devices. The Company's total cumulative liability arising from or related to this limited warranty and the product, whether in contract or noted otherwise, shall not exceed the amount actually paid by the Buyer for the product.

If any limitation of liability shall be deemed invalid by any applicable law, then the Company's liability shall be within the limitation permitted by that law.

### **How to Obtain Warranty Service**

The Buyer may submit a claim under this limited warranty by [submitting a claim](#) directly to the Company. A valid receipt is required for all warranty service claims.

### **Submitting a claim**

To obtain warranty service, The Buyer should submit a claim through our website including a copy of their receipt to establish proof of the original purchase date as evidence that the product is within the applicable Warranty Period. All products returned to the Company shall be subject to review for authenticity. The Buyer is responsible for all costs associated with sending the product to the Company for service. Upon receipt of the product, the Company shall examine the product to confirm the existence of a defect. If a defect covered by the product's limited warranty is confirmed, the Company, within a reasonable amount of time after examination, will either repair or replace the defective product or refund the amount paid by the Buyer for the product, as per the terms of the product's limited warranty.

The Company reserves the right to provide the Buyer with a functionally equivalent replacement product. The replacement product shall be furnished only on an exchangeable basis.

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.