

PEBBLE LIMITED WARRANTY

This Limited Warranty (“**Warranty Policy**”) applies to Pebble branded hardware products (“**Product(s)**”) sold by Pebble Technology Corp. (“**Pebble**”). Pebble’s warranty obligations are to the original purchaser (“**you**”) only and are limited to the terms set forth below. This Warranty Policy applies to you if you purchased the Product in the United States. If you purchased a Product outside of the United States, then your place of purchase will determine which of the following Warranty Policies applies to you.

This Warranty Policy contains regional modifications that apply to all sales of Product(s) made by Pebble. Such regional modifications may be in addition to, or where applicable, replace the main text of this Warranty Policy.

Limited Warranty

Pebble provides the following limited warranty to you if you purchased the Product(s) from Pebble on Pebble’s website getpebble.com or if you purchased the Product(s) from an authorized reseller. Pebble warrants that the Product(s) will be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of your purchase (“**Warranty Period**”).

Your sole and exclusive remedies for warranty claims submitted to Pebble within the Warranty Period pursuant to this Warranty Policy are as follows:

For all Product(s) that fail the above warranty, Pebble will, at its sole option, either: (i) repair the Product(s); (ii) replace the Product(s) with a new or refurbished Product(s) (replacement Product(s) being of identical model or functional equivalent); or (iii) provide to you a refund in the amount of the price you paid for the Product(s) (excluding taxes and shipping costs); and

Any Product(s) that have been repaired or replaced under this Warranty Policy will have warranty coverage for the longer of: (a) ninety (90) days from the date of repair or replacement; or (b) the remaining original Warranty Period. Replacement parts used in the repair of the Product(s) may be new or equivalent to new or refurbished.

To make a warranty claim to Pebble pursuant to the limited warranty provided herein, you must: (a) contact Pebble within the Warranty Period at support@getpebble.com; (b) obtain a RMA from Pebble; and (c) return the Product(s) to Pebble with proof of purchase from Pebble or an authorized reseller as directed by Pebble to the address specified by Pebble in connection with the RMA.

Exclusions and Limitations

This Warranty Policy applies only to Product(s) manufactured by or for Pebble that are marked with the “Pebble” trade name or logo and contain a valid Pebble serial number.

This Warranty Policy does not apply to, and specifically excludes, the following: (a) consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship in the Product(s); (b) normal wear and tear and cosmetic damage, including, but not limited to, scratches, dents and broken plastic; (c) defects or damage caused by misuse, accident (including, without limitation, collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, third-party applications downloaded to the Product(s) or companion applications that connect to and communicate with the Product(s) or if the serial number has been removed; (d) damage caused by operating the Product(s) outside the permitted or intended uses described by Pebble; (e) damage caused by use with non-Pebble products; (f) any non-Pebble hardware products or any software, even if packaged or sold with the Product(s); and (g) modifications of the Product(s) firmware or software by anyone other than Pebble. Pebble reserves the right to disable Product(s) if Pebble suspects fraud or if Pebble determines that the Product(s) are counterfeit, stolen or lost in shipment.

Pebble does not warrant that the operation of the Product(s) will be uninterrupted or error-free. Pebble is not responsible for damage arising from failure to follow instructions relating to the use of the Product(s).

TO THE FULL EXTENT PERMITTED BY LAW, THIS WARRANTY POLICY DOES NOT COVER, AND PEBBLE IS NOT RESPONSIBLE FOR: (A) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION 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.

Disclaimer

THIS WARRANTY POLICY SETS FORTH THE FULL EXTENT OF PEBBLE'S WARRANTY RESPONSIBILITY. THIS WARRANTY POLICY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED

TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WILL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD.

To the extent the foregoing disclaimers are not permitted by applicable law, any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the Warranty Period as provided herein. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you.

Governing Law and Disputes

This Warranty Policy and the rights and obligations of the parties will be governed by and construed and enforced in accordance with the laws of the State of California as applied to agreements entered into and to be performed entirely within California between California residents, without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Warranty Policy or to their relationship. All disputes arising under or in connection with this Warranty Policy will be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the Rules. The language of the arbitration will be English. The place of the arbitration will be San Francisco, CA. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. All materials in the proceedings created for the purpose of the arbitration, all other documents produced by another party in the proceedings not otherwise in the public domain, and all awards in the arbitration will be deemed "confidential information", except to the extent that disclosure may be required of a party by legal duty to protect or pursue a legal right or to enforce or challenge an award in legal proceedings before a court or other judicial authority. Notwithstanding anything to the contrary above and irrespective of the tribunal's powers to order interim or conservatory measures, nothing in this Warranty Policy will prevent either party from seeking provisional measures from any court of competent jurisdiction, and no such request will be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate.