

# LIMITED PRODUCT WARRANTY

LifeProof and its affiliated companies worldwide (“LifeProof”) warrants our LifeProof products against defects in material or workmanship for a period of one year from the original date of purchase of the product by a consumer (the “Warranty Period”). LifeProof does not warrant, and is not responsible for, any smart phone or other device made by anyone other than LifeProof. If a material or workmanship defect arises with regard to any LifeProof product, and a valid claim is received within the Warranty Period, LifeProof will (1) repair the LifeProof product using new or refurbished parts or (2) replace the LifeProof product with a new or refurbished LifeProof product. For purposes of this limited warranty, “refurbished” means a product or part that has been substantially returned to its original specifications. In the event of a defect, these are your exclusive remedies.

## Exclusions and Limitations

Except for the limited warranty expressly set forth above or to the extent restricted or prohibited by applicable law, LifeProof expressly disclaims any and all other warranties express or implied, including any warranty of quality, merchantability, or fitness for a particular purpose, and you specifically agree that LifeProof shall not be liable for any special, incidental, indirect, punitive, or consequential damages for breach of any warranty of any type on any LifeProof product. In addition to and without limiting the generality of the foregoing disclaimers, the limited warranty does not, under any circumstances, cover the replacement or cost of any electronic device or personal property inside or outside of the LifeProof product.

FOR END USERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO THE END USER UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF THE END USER UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THIS PRODUCT AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS LIMITED WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO THE END USER IN ANY STATE, PROVINCE OR COUNTRY AND ANY PROVISION OF THIS LIMITED WARRANTY THAT CONFLICTS WITH ANY SUCH END USER RIGHTS OR BENEFITS IS NOT APPLICABLE TO END USERS COVERED BY SUCH LAW OR REGULATION, SO THE EXCLUSIONS AND LIMITATIONS SET OUT IN THIS LIMITED WARRANTY MAY NOT APPLY, OR MAY NOT FULLY APPLY, TO YOU.

## Sole and Exclusive Remedy

Your sole and exclusive remedy for any breach by LifeProof of this Limited Warranty, and LifeProof’s sole and entire liability for such breach, is, at LifeProof’s option, to repair or replace the defective LifeProof Product or, if the warranty claim is submitted during the first thirty (30) calendar days of the Warranty Period, refund the purchase price of the defective LifeProof Product. Repair or replacement of the applicable LifeProof Product (including parts and labor as

well as re-shipping costs) shall be made at LifeProof's expense. LifeProof reserves the right to send you a replacement LifeProof Product that is the same or of a similar style to the LifeProof Product you returned under the Limited Warranty or a substitute equivalent to your original LifeProof Product that may not be of like kind (depending on availability). Replacement LifeProof Products will be furnished only on an exchange basis. Replacement or repaired LifeProof Products are warranted as above only for the remainder of the original applicable Warranty Period.

## **Obtaining Warranty Service**

If you wish to make a claim under this Limited Warranty with respect to a LifeProof Product, please log on to [www.lifeproof.com/en/contact/](http://www.lifeproof.com/en/contact/), complete the form and provide the following information in the 'Message' field:

- Product SKU
- Purchase date
- Brief (300-450 characters) description of problem

All of the above information is required before a warranty claim will be accepted. Once Company validates your claim, we will issue you an RMA number and shipping information from [support@lifeproof.com](mailto:support@lifeproof.com). In no event will LifeProof accept any shipment that is sent C.O.D.

Please note that LifeProof cannot accept returned LifeProof Products in packages without an RMA number. Your RMA number must be clearly marked on the outside of the package containing your returned LifeProof Product.

RETURNING A LIFEPROOF PRODUCT WITHOUT AN RMA NUMBER WAIVES ALL OF LIFEPROOF'S RESPONSIBILITIES UNDER THE LIMITED WARRANTY, EVEN IF PROOF OF DELIVERY IS AVAILABLE, DUE TO OUR INABILITY TO MATCH YOUR PURCHASE WITH THE RETURNED LIFEPROOF PRODUCT – SO, IF YOU SEND US A PACKAGE WITHOUT THE RMA NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE PACKAGE, YOU UNDERSTAND AND ACKNOWLEDGE THAT YOU WILL LOSE BOTH THE LIFEPROOF PRODUCT(S) IN THE PACKAGE AS WELL AS ANY APPLICABLE REMEDY YOU WOULD HAVE RECEIVED UNDER THE LIMITED WARRANTY.

## **Warranty Disclaimers**

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS LIMITED PRODUCT WARRANTY SECTION, EACH LIFEPROOF PRODUCT IS PROVIDED SOLELY ON AN "AS IS" BASIS AND LIFEPROOF MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LIFEPROOF SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT

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## **LIMITATION OF LIABILITY**

IN NO EVENT, UNDER ANY CAUSE OF ACTION OF THEORY OF LIABILITY, SHALL LIFEPROOF ITS DISTRIBUTORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, OF ANY NATURE WHATSOEVER, ARISING OUT OF THE USE OF OR INABILITY TO USE ANY LIFEPROOF PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE LIFEPROOF PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE LIFEPROOF PRODUCT, OR LOSS OF USE OF THE LIFEPROOF PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE LIFEPROOF PRODUCT, EVEN IF LIFEPROOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT LIFEPROOF HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CONSUMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE CONTAINED INSIDE OR OUTSIDE THE LIFEPROOF PRODUCTS, INCLUDING, WITHOUT LIMITATION, LAPTOPS, CELLULAR PHONES, OR OTHER 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 AGGREGATE LIABILITY OF LIFEPROOF AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE LIFEPROOF PRODUCT GIVING RISE TO LIABILITY. 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. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

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