

# Pencil Warranty

**Unauthorized resales are not supported by manufacturer's warranty. If you purchase Pencil from an unauthorized dealer; the 1-year warranty (if ordinarily offered) does not apply and the Pencil will not be eligible for product support from FiftyThree, Inc.**

## 1-YEAR LIMITED WARRANTY

FiftyThree, Inc. warrants to you, the original purchaser ("Consumer"), that this Pencil ("Product") will under normal use, operate substantially in accordance with the accompanying documentation, for a period of one (1) year from date of original purchase. Consumer's sole and exclusive remedy, and FiftyThree, Inc.'s sole and exclusive responsibility under this warranty will be, at FiftyThree, Inc.'s option, to replace the defective Product during the one (1) year limited warranty period so that it performs substantially in accordance with the accompanying documentation on the date of the initial purchase. Any replacement may be, at the option of FiftyThree, Inc. a new or remanufactured Product. Any benefits to the Consumer given by this warranty are in addition to other rights and remedies that the Consumer may be entitled to under law.

The forgoing warranty is limited to Product and is not applicable to: (i) consumables such as tips and erasers or batteries; (ii) normal wear and tear; (iii) 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 or improper storage (iv) used not in accordance with the documentation; and (v) damage caused by or to the equipment with which the Product is used.

To obtain warranty service for any Product that is subject to the foregoing warranty, all the following conditions must be met:

1. A Return Merchandise Authorization (RMA) must be requested from our customer service team within one (1) year of your purchase date. To request an RMA, go to: [fiftythree.com/product/help](https://fiftythree.com/product/help)
2. The serial number of your Pencil or Battery must be verified by FiftyThree, Inc. for date of purchase. The serial number can be found in the following locations:
  - On the exterior of the original packaging.
  - Within the Paper by FiftyThree App. Please go to: [support.fiftythree.com](https://support.fiftythree.com) for instructions on how to access the Pencil serial number through Paper.
  - If neither of above is available please contact customer support at: [support.fiftythree.com](https://support.fiftythree.com)
3. All accessories originally included with your Product must be included with your return.
4. The Product must be shipped with a FiftyThree, Inc. 1-Year Limited Warranty RMA shipping label (obtained from [support.fiftythree.com](https://support.fiftythree.com)).
5. Only one (1) Product per RMA request. Only one (1) Product per RMA shipping package. If more than one (1) Product is included with the RMA request or shipping package then only one (1) Product may be replaced.

Consumer shall bear the cost of shipping the Product to FiftyThree, Inc. and assume all risk of loss or damage to the Product while in transit to FiftyThree, Inc.

FiftyThree, Inc. may offer the Consumer a replacement Product upon receipt and verification of returned product.

FiftyThree, Inc. shall bear the cost of shipping a replacement Product to the Consumer.

## **WARRANTY AND REMEDY TERMS & CONDITIONS:**

If you return Product to FiftyThree, Inc. (a) without an RMA request or (b) without all parts included in the original package or (c) without the FiftyThree, Inc. RMA shipping label or (d) with multiple products in one return package; FiftyThree, Inc. retains the right to either refuse delivery of such return or refuse replacement.

Shipping and handling charges are not refundable unless FiftyThree, Inc. determines that: (1) the charges requested are legitimate and reasonable; and (2) the Product is inoperable and/or fails to operate substantially in accordance with the accompanying documentation through no fault of the original purchaser or through no fault of a third person, including the limitations and/or disqualifying actions expressed in the FiftyThree, Inc. 1-Year Limited Warranty.

The limited warranty and remedy extends only to Consumer and is not assignable or transferable to any subsequent purchaser or user.

IN SOME JURISDICTIONS THE LIMITED WARRANTY AND REMEDY SET FORTH ABOVE IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES AND WHERE PERMITTED, FIFTYTHREE, INC. HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REMEDIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NON-INFRINGEMENT, QUALITY AND TITLE. FIFTYTHREE, INC. DOES NOT WARRANT THAT THE PRODUCT IS ERROR FREE OR THAT IT WILL FUNCTION WITHOUT INTERRUPTION.

To the extent FiftyThree, Inc. may not, as a matter of applicable law, disclaim certain implied warranties and remedies, the duration of any such implied warranty and remedy shall be limited to the shorter of the one (1) year limited warranty period or the minimum time period permitted under such law. Some jurisdictions do not allow limitations on the duration of implied warranties and remedies, so the above limitation may not apply to you. This limited warranty and remedy gives you specific legal rights, and you may also have other rights that vary according to jurisdiction.

WHERE PERMITTED BY LAW, FIFTYTHREE, INC. IS NOT LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUES, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED

EQUIPMENT, COST OF ANY REPLACEMENT GOODS OR SUBSTITUTE EQUIPMENT, LOSS OF USE DURING THE PERIOD THAT THE PRODUCT IS BEING REPAIRED, CLAIMS OF ANY THIRD PARTIES, OR ANY OTHER DAMAGES ARISING FROM FIFTYTHREE, INC.'S BREACH OF THIS LIMITED WARRANTY OR THE USE OF THE PRODUCT, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF FIFTYTHREE, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL FIFTYTHREE, INC.'S TOTAL CUMULATIVE LIABILITY EXCEED THE PRICE PAID BY CONSUMER FOR THE PRODUCT.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Additionally, for Consumers who purchased this Product in Australia, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

If you have any questions concerning this statement of limited warranty please email FiftyThree, Inc. at: [pencil@fiftythree.com](mailto:pencil@fiftythree.com) or get in contact at FiftyThree, Inc., 60 Hudson Street, Suite 1810, New York, NY 10013, or call us at +1 (415) 580-1157 (long distance charges may apply).