### 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/, 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. 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 LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW. THE DURATION OF ANY SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD OF THE LIMITED WARRANTY AS SET FORTH ABOVE. 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. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE WARRANTY PERIOD SET FORTH IN THE LIMITED WARRANTY, THEN THE WARRANTY PERIOD FOR LIFEPROOF PRODUCTS SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### **Customer Service**

Hours:

We are delighted to provide customer service during the following hours: 07:00 a.m. - 09:00 p.m. (MST) Mon - Fri 08:00 a.m. - 05:00 p.m. (MST) Sat Closed - Sun

Phone:

USA Toll Free **1-888-533-0735** 

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.