90-Day Warranty for Samsung Gear VR Headset

This Warranty for the Samsung Gear VR Headset (the "headset" as referred to henceforth in this document) is provided by the entity set forth in the table below. The provider of this warranty is sometimes referred to herein as "we."

Your headset is covered by a 90-day warranty. We warrant the headset against defects in materials and workmanship under ordinary consumer use for ninety days from the date of original retail purchase. During this warranty period, if a defect arises in the headset, and you follow the instructions for returning the headset, we will at our option, to the extent permitted by law, either (i) repair the headset using either new or refurbished parts, (ii) replace the headset with a new or refurbished headset that is equivalent to the headset to be replaced, or (iii) refund to you all or part of the purchase price of the headset. This limited warranty applies, to the extent permitted by law, to any repair, replacement part or replacement headset for the remainder of the original warranty period or for thirty days, whichever period is longer. All replaced parts and Chargers for which a refund is given shall become our property. This limited warranty applies only to hardware components of the headset that are not subject to accident, misuse, neglect, fire or other external causes, alterations, repair, or commercial use.

Instructions. For specific instructions about how to obtain warranty service for your headset, please contact Customer Service using the contact information on the warranty card included in your package. In general, you will need to deliver your headset in either its original packaging or in equally protective packaging to the address specified by Customer Service. Before you deliver your headset for warranty service, it is your responsibility to remove any personal belonging that may be attached to the headset, and not include anything but the headset and any required documentation requested by the customer service representative in the return package.

Limitations. TO THE EXTENT PERMITTED BY LAW, THE WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, AND WE SPECIFICALLY DISCLAIM ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF WE CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG A STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. WE ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

This limited warranty gives you specific rights. You may have additional rights under applicable law, and this limited warranty does not affect such rights.

Warranty Provider Info:

Email: <u>warranty@a4c.com</u> Tel: 1-844-649-8213