

# **OTTERBOX GLOBAL LIMITED WARRANTY (“LIMITED WARRANTY”)**

## **LIMITED WARRANTY**

Otter Products, LLC d/b/a OtterBox and its affiliated companies worldwide (collectively, “Otter”) warrants its products (collectively, the “Products”) against defects in manufacturing, material, or workmanship under normal use and service for their applicable Warranty Periods, subject to conditions contained in this limited warranty. Otter does not warrant, and is not responsible for, any smartphone or other device made by anyone other than Otter. This Limited Warranty will apply only to Products purchased from an Otter-authorized dealer that is subject to and follows Otter’s quality controls, unless otherwise prohibited by law.

### **WARRANTY PERIOD**

**The following warranty periods apply to the Products (each, a “Warranty Period”):**

#### **Product Type**

Warranty Period

#### **OtterBox Private Collection and Limited Edition / Specialty Products**

One (1) year (two (2) years for Products purchased in the EMEA region) from the original date of purchase of the Product by a customer from an Otter-authorized dealer

#### **OtterBox Outdoor Collection Products**

Lifetime of the Product, which is five (5) years from the original date of purchase of the Product by a customer from an Otter-authorized dealer

#### **OtterBox Smartphone Cases and Tablet Cases**

Lifetime of the product, which is seven (7) years from the original date of purchase of the Product by a customer from an Otter-authorized dealer

#### **OtterBox Mobile Accessories**

Lifetime of the Product, which is two (2) years from the original date of purchase of the Product by a customer from an Otter-authorized dealer

## **SOLE AND EXCLUSIVE REMEDY**

If a manufacturing, material or workmanship defect arises regarding any Product, and a valid claim is received by Otter no later than sixty (60) calendar days after the expiration of the applicable Warranty Period, Otter will, in its discretion: (1) repair the Product using new or refurbished parts; (2) replace the Product with a new or refurbished Product. For purposes of this Limited Warranty, “refurbished” means a product or part that has been substantially returned to its original specifications; or (3) replace the Product with a Product that is the same or of a similar style to the Product customer returned to Otter under this Limited Warranty or a substitute equivalent to customer’s original purchased Product that may not be of like kind (depending on availability). Otter will make every effort to replace OtterBox Private Collection and Limited Edition/Specialty Products or discontinued products but cannot guarantee their availability for replacement. Any OtterBox Private Collection and Limited Edition/Specialty Products or discontinued product still under its applicable warranty that cannot be replaced with an identical product will be replaced with the equivalent model based on availability. Replacement with the same color cannot be guaranteed. Replacement or repaired Products are warranted as above only for the remainder of the original applicable Warranty Period. In the event of a defect, these are customer’s sole and exclusive remedies. This Limited Warranty is extended only to the original end-use customer, and will not be extended to any other person or transferee.

## **EXCLUSIONS AND LIMITATIONS**

Except for the remedies expressly set forth above or to the extent restricted or prohibited by applicable law, the entire risk as to the quality and performance of the Products is with the customer, and the customer assumes the entire cost of repair should the Products prove defective following their purchase. In addition to and without limiting the generality of the foregoing disclaimers, this Limited Warranty does not, under any circumstances, cover defects resulting from: normal wear and tear or otherwise due to the normal aging of the Product; cosmetic damage, including but not limited to scratches, dents and broken plastic unless failure has occurred due to a defect in manufacturing, materials or workmanship; improper or unreasonable use or maintenance; failure to follow operating instructions; accident; excess moisture; insects; damage caused by accident, abuse, misuse, fire, lightning, earthquake, or other external cause; power surges; connections to improper voltage supply; unauthorized alteration or modification of original condition; damages caused by inadequate packing or shipping procedures; loss of, damage to or corruption of stored data; damages caused by use with non-OtterBox products; Products that require modification or adaptation to enable them to operate in any country other than the country for which they were designed, manufactured, approved and/or authorized, or repair of products damaged by these modifications; and products purchased from unauthorized dealers that are not subject to Otter’s quality controls. FOR CUSTOMERS WHO ARE COVERED BY AN APPLICABLE CONSUMER PROTECTION LAW OR REGULATION IN THEIR STATE, PROVINCE, OR COUNTRY OF PURCHASE OR RESIDENCE, THE BENEFITS TO CUSTOMER UNDER THIS LIMITED WARRANTY ARE IN ADDITION TO OTHER RIGHTS AND REMEDIES OF CUSTOMER UNDER SUCH LAWS OR REGULATIONS. SUCH BENEFITS MAY INCLUDE ADDITIONAL WARRANTIES OR RIGHTS RELATING TO THE PERFORMANCE OF THE PRODUCT AND REMEDIES APPLICABLE IN THE EVENT OF A DEFECT. THIS LIMITED WARRANTY WILL BE INTERPRETED UNDER THE LAWS OR REGULATIONS THAT APPLY TO CUSTOMER IN ANY STATE, PROVINCE, OR COUNTRY, AND ANY PROVISION OF THIS LIMITED WARRANTY THAT CONFLICTS WITH ANY SUCH CUSTOMER RIGHTS OR BENEFITS IS NOT APPLICABLE TO CUSTOMERS

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 CUSTOMER.

#### **WARRANTY DISCLAIMERS**

EXCEPT AS EXPRESSLY SET FORTH ABOVE, EACH PRODUCT IS PROVIDED SOLELY ON AN "AS IS" BASIS AND OTTER MAKES NO OTHER WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OTTER SPECIFICALLY DISCLAIMS AND EXCLUDES 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 SUCH IMPLIED WARRANTY IS LIMITED TO THE DURATION OF THE WARRANTY PERIOD APPLICABLE TO THE PRODUCT AS SET FORTH ABOVE. SOME STATES, PROVINCES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CUSTOMER. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD THAT IS LONGER THAN THE APPLICABLE WARRANTY PERIOD SET FORTH IN THIS LIMITED WARRANTY, THEN THE APPLICABLE WARRANTY PERIOD FOR PRODUCTS SUBJECT TO SUCH APPLICABLE LAW WILL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED. THIS LIMITED WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE AND PROVINCE TO PROVINCE AND FROM COUNTRY TO COUNTRY.

#### **LIMITATION OF LIABILITY**

IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, WILL OTTER, ITS DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO CUSTOMER 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 PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF OTTER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, CUSTOMER UNDERSTANDS AND AGREES THAT OTTER HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CUSTOMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE CONTAINED INSIDE OR OUTSIDE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LAPTOPS, SMARTPHONES, CELLULAR PHONES, OR OTHER HANDHELD DEVICES, OR ANY LOSS OF DATA CONTAINED IN THE FOREGOING DEVICES. NOTWITHSTANDING ANY DAMAGES THAT CUSTOMER 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 OTTER AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS WILL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR ANY PRODUCT GIVING RISE TO LIABILITY. SOME STATES, PROVINCES, COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CUSTOMER. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

#### **WARRANTY CLAIM PROCESS**

To submit a warranty claim, visit <https://www.otterbox.com/en-us/warranty-claim> or call 1-855-688-7269. Any warranty claims must be made by customer no later than sixty (60) calendar days after the expiration of the applicable Warranty Period. We may ask you to send us a photograph of your Product to validate the claim and, in some cases, we may ask that you return the product to Otter for inspection. Otter reserves the right to charge a shipping and handling fee in connection with the evaluation and fulfillment of any warranty claim.

**This warranty statement was last updated October 22, 2018.**