

## OTTERBOX LIMITED WARRANTY

Otter Products, LLC and its affiliated companies worldwide ("OtterBox") warrants our OtterBox 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"). OtterBox does not warrant, and is not responsible for, any smart phone or other device made by anyone other than OtterBox. If a material or workmanship defect arises with regard to any OtterBox product, and a valid claim is received within the Warranty Period, OtterBox will (1) repair the OtterBox product using new or refurbished parts or (2) replace the OtterBox product with a new or refurbished OtterBox product. For our Clearly Protected line of products only, (1) we provide the above warranty for the life of the product, provided the Clearly Protected product is used on only one device and has not been removed from that device at any time, and (2) we provide a one-time replacement of the product for defective installation of the product by the customer (including air bubbles that don't go away within 24 hours of installation). 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. OtterBox reserves the right to charge a small shipping and handling fee in connection with the fulfillment of any valid claim.

### Exclusions and Limitations

Except for the limited warranty expressly set forth above or to the extent restricted or prohibited by applicable law, OtterBox 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 OtterBox shall not be liable for any special, incidental, indirect, punitive, or consequential damages for breach of any warranty of any type on any OtterBox 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 OtterBox product.

### New Product Launch Procedure

Within thirty (30) days of the launch of a new electronic device for which OtterBox provides a case, all returns and/or warranty claims must be directed to the retail location from which the customer purchased the OtterBox product. OtterBox will not take any returns and/or warranty claims during said 30 day period, except from those customers who purchased their OtterBox product directly from OtterBox.com or another OtterBox company ecommerce site.

### What proof of purchase or proof of warranty coverage is required?

We pride ourselves on providing top-quality protective solutions for your mobile technology and take quality seriously. We are constantly evolving our designs to ensure our products do the best job to safeguard your investment. When requesting a warranty replacement, we will require proof that the claim is valid. In this regard, we may ask you to, for example, send a photograph of your damaged case, return your product to us for warranty coverage verification, send a photograph of your receipt for the purchase of the product, or provide such other proof to allow us to determine the validity of warranty coverage on your claim. In addition, for our Clearly Protected line of products, we will always require at least that you to provide us with your purchase receipt as proof of purchase and a picture of the damage to the product, and we may require you to send your product in to us. For certain products, we may require in the product packaging, packaging insert, or other material delivered with the product that warranty coverage is contingent on registration of the product.

In addition to the above, you may be selected at random to participate in our process to improve quality for you and future customers. Otters working on quality control would greatly appreciate it if you could return your defective OtterBox product to us. If selected, enclosed with your replacement product you will find a pre-paid return envelope. Seal the defective OtterBox product in the envelope and put in an outgoing mailbox.

We feel we have the best warranty in the business and we want to provide unsurpassed customer service, but we've seen cases where our generous warranty policy has been abused. The abuse of our warranty by a few means that we may have to inconvenience you on a valid warranty claim. TO PROTECT THE VAST MAJORITY OF OUR CUSTOMERS WHO MAKE HONEST AND APPROPRIATE CLAIMS ON OUR WARRANTY, WE RESERVE THE RIGHT TO PURSUE ACTION, UP TO AND INCLUDING LEGAL ACTION, AGAINST THE FEW WHO ABUSE OUR WARRANTY POLICY.