# What Is Case-Mate's Warranty Policy?

Modified on: Thu, 21 Nov, 2019 at 11:40 AM

	1 Year Warranty	2 Year Warranty	Lifetime Warranty
PRODUCTS COVERED	All Products	Wireless Chargers	Cases & Screen Protectors purchased after 9/7/2016. * Excludes: Selfie Cases, Pockets, Tablet Case, Watch Accessories, & Wireless Chargers.
WARRANTY PERIOD	Purchase date to 1 Year after purchase date	Purchase date to 2 Years after purchase date	For the life of the originally purchased product.  * This warranty does not cover cases for new devices.
POLICY AND WARRANTY APPLICABILITY	Defects in materials and workmanship under normal use.	Defects in materials and workmanship under normal use.	Defects in materials and workmanship under normal use.
EXCLUSIONS	Normal wear and tear or misuse/abuse or modification of the product.	Normal wear and tear or misuse/abuse or modification of the product.	Normal wear and tear or misuse/abuse or modification of the product.
PROOF OF PURCHASE REQUIRED	Yes	Yes	Yes
REMEDY – AT CASE-MATE'S SOLE DISCRETION	Replacement product of similar value and design.	Replacement product of similar value and design.	Replacement product of similar value and design.
PROCEDURE	Submit a support ticket through the Customer Service portal.	Submit a support ticket through the Customer Service portal.	Submit a support ticket through the Customer Service portal.

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# MATE LIFETIME WARRANTY

Case-Mate offers a Limited Lifetime Warranty on all products sold when the Product is purchased on Case-Mate.com or through an Case-Mate authorized seller in new condition with proof of purchase.

If you purchased from a Case-Mate authorized seller, process the warranty claim directly with the seller according to the seller's policy. Products sold on Amazon.com and sold by "Amazon" or "Case-Mate" as the seller qualify for Case-Mate's limited warranty. Products sold on eBay and sold by "case-mate\_inc" as the seller qualify for Case-Mate's limited warranty. Third-party sellers selling Case-Mate products on Amazon.com, eBay, or any other marketplace website will not come with the Case-Mate warranty as the quality of the products cannot be validated outside of the Case-Mate authorized seller network.

# A note about unauthorized sellers:

While you can purchase Case-Mate products that come with the limited warranty on Amazon.com, many sellers on the Amazon site are not authorized sellers and do not provide the limited warranty. Only Case-Mate and Amazon itself are

authorized to sell products that qualify for the limited warranty on Amazon.com. Case-Mate does not authorize any of its other sellers to sell Case-Mate products on Amazon, eBay, or any other marketplace websites. Case-Mate does not offer its warranty, refunds, or credits on products purchased from unauthorized sellers.

Important note: For purchases made on Amazon.com, e-Bay or other online sellers/auction sites, you will be required to provide a detailed invoice showing the Product was purchased in new condition. When purchasing from Amazon.com, the <u>only</u> authorized sellers are "Case-Mate" (sold by Case-Mate and fulfilled by Amazon) or "Amazon" (shipped and sold by Amazon). For all other marketplace sites (other than Amazon.com) only "Case-Mate" and "case-mate\_inc" are authorized sellers.

We want you to be completely satisfied. If you have any questions or concerns, please contact Case-Mate customer service at **1-888-988-5358**.

All Case-Mate products are fully guaranteed against defects in materials or workmanship for the lifetime of the initial purchaser or initial gift recipient of the applicable Case-mate product. Other than to an initial gift recipient, this warranty is not transferable. Case-Mate does not warrant and is not responsible for, any smartphone or other device made by anyone other than Case-Mate. We no longer require you register your case to take advantage of the warranty.

If a defect arises and a valid claim is received by Case-Mate, at its option, Case-Mate will repair the product or exchange the product with a functionally equivalent new product. If the product is exchanged, the replacement product becomes your property and the returned product becomes Case-Mate's property. When a refund is given, the returned product becomes Case-Mate's property.

## **Limitations on Warranty**

Our guarantee does not cover product damages that may have resulted from normal wear and tear or misuse/abuse or modification of the product. Additionally, the warranty does not cover damage to your device as a result of the use of any Case-Mate product. Our warranty policy does not cover lost or stolen items.

Case-Mate reserves the right to send a replacement product of similar value and design. Warranty replacements are provided based on product availability.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, EACH CASE-MATE PRODUCT IS PROVIDED SOLELY ON AN "AS IS" BASIS AND CASE-MATE MAKES NO OTHER WARRANTIES OF ANY KIND.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CASE-MATE 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.

IN NO EVENT, UNDER ANY CAUSE OF ACTION OF THEORY OF LIABILITY, SHALL CASE-MATE, ITS DISTRIBUTORS, OR SUPPLIERS BE LIABLE TO YOU 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 CASE-MATE PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE CASE-MATE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE CASE-MATE PRODUCT. OR LOSS OF USE OF THE CASE-MATE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE CASE-MATE PRODUCT, EVEN IF CASE-MATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WITHOUT LIMITING THE FOREGOING, YOU UNDERSTAND AND AGREE THAT CASE-MATE HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CONSUMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE CONTAINED INSIDE OR OUTSIDE THE CASE-MATE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LAPTOPS, CELLULAR PHONES, OR OTHER HANDHELD DEVICES, OR ANY LOSS OF DATA CONTAINED IN THE FOREGOING DEVICES. NOTWITHSTANDING ANY DAMAGES THAT YOU 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 CASE-MATE AND ANY OF ITS DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE CASE-MATE PRODUCT GIVING RISE TO LIABILITY.

### Repair and replacement

We will, at our discretion, repair or replace any product that proves to be defective in material or workmanship. If your product is no longer being manufactured or is out of stock, we may replace your product with a similar or better product at our option. If you return your product within the first 30 days of purchase, you will receive a new replacement unit.

Some products we made may no longer be in production, and there may be no similar products for your device due to its age. In that event, if you have a proof of purchase, we will offer you a product for an alternate device type of equal or lesser value.

## **Shipping**

On all warranty replacements, you are responsible for shipping charges, either from Case-Mate to you, or from you to Case-Mate if the item needs to be returned.

## **Reseller Purchases**

If you purchased the item(s) from an authorized reseller or distributor and the product is defective, please return the product to the reseller for an exchange or refund. If you are unable to obtain an exchange or refund, you may contact Case-Mate Customer Service for instructions on filing a warranty claim. Proof of purchase is required showing that the item was purchased in new condition. Case-Mate is unable to offer any refunds for a product not purchased on case-mate.com directly. (See the Case-Mate Refund and Return Policy for guidelines on returns and exchanges).

**Important note:** For purchases made on Amazon.com, e-Bay or other online resellers/auction sites, you will be required to provide a detailed invoice showing the product was purchased in new condition.

#### **Documentation**

Proof of purchase along with a photo of the damage item, is required to file a warranty claim. On all warranty claims, Case-Mate reserves the right to decline a warranty for insufficient documentation or for product defects that are not verifiable.

## **Consumer Protection**

For consumers who have the benefit of consumer protection laws or regulations in their country of purchase or, if different, their country of residence, that cannot be disclaimed as set forth above ("consumer laws"), the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer laws. To the extent that liability under such consumer laws may be limited, Case-Mate's liability is limited, at its sole option, to replacement or repair of the product.

## **Obtaining Warranty Service**

If you wish to make a claim under this warranty with respect to a Case-Mate product, please <u>submit your request</u> (https://support.case-mate.com/support/tickets/new) or contact the Case-Mate Customer Service Team at 888-988-5358.

## **California Proposition 65 Notice**

The State of California requires that all manufacturers notify their consumers of certain chemicals that may be found in their products, even if the amount is very slight. This is so because, if ingested, exposure to these chemicals could contribute to higher risks of cancer or birth defects. The general Proposition 65 notice is as follows:

WARNING: This product contains a chemical known to the State of California to cause cancer, birth defects or other reproductive harm.

All of our products are safe and are required to meet applicable federal health and safety standards. A variety of products on the market today contain safe levels of these chemicals, and when used as intended, do not expose the consumer to any greater risks.

With that in mind, please use this product only for its intended purpose and, although unlikely, do not eat or attempt to ingest any part of this product. If any portion of this product becomes detached it should be returned to the manufacturer for correction.

For more information on California's Proposition 65: <a href="http://www.oehha.ca.gov/prop65/law/P65law72003.html">http://www.oehha.ca.gov/prop65/law/P65law72003.html</a> <a href="http://www.oehha.ca.gov/prop65/law/P65law72003.html">http://www.oehha.ca.gov/prop65/law/P65law72003.html</a>).

# CASE MATE ONE YEAR LIMITED WARRANTY (Purchases prior to 9/1/2016)

Case-Mate offers a One Year Limited Warranty on all products sold when the Product is purchased through an authorized reseller with proof of purchase in new condition.

All Case-Mate products are fully guaranteed against defects in materials or workmanship for one year from the date of original purchase (the "Warranty Period").

If a defect arises and a valid claim is received by Case-Mate within the Warranty Period, at its option, Case-Mate will repair the product or exchange the product with a functionally equivalent new product. Case-Mate warrants replacement products provided hereunder against defects in materials and workmanship from the date of the repair or replacement for 90 days or, if

longer, for the remainder of the Warranty Period. If the product is exchanged, the replacement product becomes your property and the returned product becomes Case-Mate's property. When a refund is given, the returned product becomes Case-Mate's property.

# **Limitations on Warranty**

Our guarantee does not cover product damages that may have resulted from normal wear and tear or misuse/abuse or modification of the product. Additionally, the warranty does not cover damage to your device as a result of the use of any Case-Mate product.

Case-Mate will not be liable for any indirect, incidental, or punitive damages arising from the use of any Case-Mate product. The Case-Mate Limited Warranty does not, in any situation, cover the repair or replacement of property, including but not limited to, electronic devices and/or other personal property.

Case-Mate reserves the right to send a replacement product of similar value and design. Product replacements are only covered by the warranty of initial purchase and do not extend the length of warranty. Warranty replacements are provided based on product availability and are extend only within the same device or product line as the original purchase. Product line substitutions are not available.

To the maximum extent permitted by law, Case-Mate is not responsible for direct, or for special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including without limitation any costs of replacing personal property, or costs of recovering or reproducing any program or data stored in a device used with or carried in the incase product.

#### **No Other Warranties**

To the maximum extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. Case-Mate specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Case-Mate cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the Warranty Period. No Case-Mate reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

## Repair and replacement

We will, at our discretion, repair or replace any product that proves to be defective in material or workmanship. If your product is no longer being manufactured or is out of stock, we may replace your product with a similar or better product at our option. If you return your product within the first 30 days of purchase, you will receive a new replacement unit.

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