

## **LIMITED PRODUCT WARRANTY**

Your Fosmon Products are covered by a limited product warranty (Limited Warranty) for the 1-year period following the original date of purchase (Warranty Period). If a substantial defect in material or workmanship arises with your Fosmon Product, and a valid warranty claim is received by Fosmon within the Warranty Period, you will be entitled to one of the remedies provided in the Sole and Exclusive Remedy section below. This Limited Warranty is non-transferable and covers only the original end purchaser of the applicable Fosmon Product. Proof of purchase in the form of the original purchase receipt or packaging slip is required for warranty validation and service. Warranty claims must be made directly to Fosmon. Please note that Fosmon cannot be held liable, in any manner, for damages to your personal property resulting from any misuse or improper care and maintenance of the Fosmon Product case.

## **EXCLUSIONS AND LIMITATIONS**

This Limited Warranty does not cover any Fosmon Product purchased through non-authorized dealers and/or online auction websites. Non-authorized dealer receipts and/or online sales auction confirmations are NOT accepted for warranty verification. This Limited Warranty applies only to the Fosmon Product. The Limited Warranty does not extend to or otherwise apply to any non-Fosmon Product, even if packaged or sold with the Fosmon Product. This Limited Warranty applies only to the normal use of the covered Fosmon Product, normal wear and tear excepted, in accordance with the written use instructions provided with the Fosmon Product. This Limited Warranty does not apply to damage to the Fosmon Product caused by accident, abuse, misuse, use for any purpose other than its intended purpose, acts of God, or any alteration or modification of the Fosmon Product.

## **WARRANTY DISCLAIMERS**

Except as expressly set forth above in this limited product warranty section, each Fosmon product is provided solely on an “as is” basis and Fosmon makes no other warranties of any kind. To the maximum extent permitted by applicable law, Fosmon 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 Fosmon 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.

## **LIMITATION OF LIABILITY**

In no event, under any cause of action or theory of liability, shall Fosmon, 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 Fosmon product, including, without limitation, property damage, loss of value of the Fosmon product or any third party products that are used in or with the Fosmon product, or loss of use of the Fosmon product or any third party products that are used in or with the Fosmon product, even if Fosmon has been advised of the possibility of such damages. Without limiting the foregoing, you understand and agree that Fosmon has no liability for any damage or destruction to consumer electronics devices or other personal property that are contained inside or outside the Fosmon 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 Fosmon and any of its distributors and/or suppliers shall be limited to the amount actually paid by you for the Fosmon product giving rise to liability. Some states and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The limitations of liability set forth above shall apply to the maximum extent permitted under applicable law.

**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.**