

## LIFETIME WARRANTY POLICY

The following is applicable to all ArtsCase manufactured products.

### Warranty & Limitations Warranty

ArtsCase warrants that our products will be free from manufacturing defects for the lifetime of the product (the "Warranty Period").

If a valid claim is submitted during the Warranty Period, **ArtsCase** will in its sole discretion, either repair the product or replace it with a functionally equivalent new product. Any repaired or replacement product will be covered for a Warranty Period of ninety (90) days from the date on which the repaired or replacement product is shipped.

Limitations and Exclusions: **ArtsCase** makes no other warranties, either express or implied, and to the maximum extent permitted by law, the warranty and the remedies provided for are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied. ArtsCase specifically disclaims any and all implied warranties, including without limitation warranties of merchantability and fitness for a particular purpose, to the maximum extent allowable by law. In jurisdictions where an implied warranty may not be lawfully disclaimed or excluded, any claims under such implied warranties shall expire upon expiration of the Warranty Period.

The warranty does not apply to: (1) design defects, including damage caused by accident, misuse or abuse, (2) defects caused by normal wear and tear due to normal use and/or aging, or (3) damage caused by modification of the product.

To the maximum extent permitted by law, neither **ArtsCase** nor its subsidiaries, affiliates, partners, officers, directors, employees, shareholders, representatives or agents shall be responsible for direct, special, incidental, indirect, punitive 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 cost of recovering or reproducing any program or data stored in any device or product used with or carried in any **ArtsCase** product. You agree that to the extent allowable by applicable law, **ArtsCase's** maximum liability for any product sold by **ArtsCase** shall be limited to the purchase price for such product. In some jurisdictions, certain limitations or exclusions of liability are not allowed and/or certain consumer protection laws cannot be disclaimed as set forth above. In such jurisdictions, the benefits conferred by this warranty are in addition to the rights and remedies provided for by applicable law. To the extent that liability under such applicable law may be limited, **ArtsCase's** liability is limited, in its sole discretion, to replacement or repair of the **ArtsCase** product.