

# Warranty Information

**WHAT IS COVERED?** Speculative Product Design LLC (“Speck”) warrants that its products listed below (the “Product” or the “Products”) will be free from defects in workmanship and materials under normal use for the period listed below (the “Limited Warranty Period”).

## **Lifetime Limited Warranty Period: Lifetime of product**

Presidio

Presidio Clear for MacBook

MightyShell and MightyShell Clear

## **One Year Limited Warranty Period: One (1) Year from original purchase date**

All Speck Products for electronic mobile devices unless otherwise stated.

## **Two Year Limited Warranty Period: Two (2) years from original purchase date**

MightyPack and MightyPack Plus

## **Three Year Limited Warranty Period: Three (3) years from original purchase date**

The Ruck backpacks

Rucker backpacks

3 Pointer backpacks

Module backpacks

Candlepin backpacks

Kargo backpacks

Deck Bag backpacks

Stingray backpacks

Velocity backpacks

Laptop Business backpacks

Laptop Business Messenger Bags

**WHO IS COVERED?** This limited warranty is non-transferable and covers only the original end-user purchaser. An original or copy of a sales receipt from the original Speck authorized retailer is required for warranty service. This limited warranty does not cover products purchased from unauthorized retailers (including, without limitation, online 3rd party sellers who sell on auction sites). Online sales auction confirmations are NOT accepted for warranty verification.

## **WHAT IS NOT COVERED?**

Normal wear and tear of Product use

Misuse, lack of care, mishandling, accident, abuse, or other abnormal use

Use of the Product other than for its intended purpose

Damage caused by improper or unauthorized repair or maintenance

Product that has been modified or altered

Any product that is not manufactured by Speck (including, without limitation, any non-Speck product that is used in connection with the Product)

Any Product that is not purchased from a Speck authorized retailer

## **WARNING ABOUT UNAUTHORIZED SELLERS**

Many resellers who sell through Amazon.com or other online sites are not authorized retailers or resellers of Speck Products. When purchasing Speck Products it is important to note where the product is being “shipped from and sold by” which is stated in the header of each product. Warranties are only available for Speck Products sold by authorized sellers. Please contact Speck directly before you make your purchase if you are uncertain if you are purchasing from an authorized retailer.

**WARRANTIES ARE NON-TRANSFERRABLE. SECOND-HAND ITEMS, INCLUDING SALES FROM WEBSITES SUCH AS EBAY AND CRAIGSLIST, ARE NOT COVERED BY SPECK’S WARRANTY.**

## **How to make a warranty claim**

Warranty claims must be made directly to Speck. [View our FAQ page for information on how to submit your warranty claim.](#) For customer assistance please call us at 1-888-872-4445, [contact us](#), or email us: [customerservice@speckproducts.com](mailto:customerservice@speckproducts.com). Please do not send your Product directly to Speck without first contacting customer service, as this will only delay the process.

Once Speck receives your Product, Speck will evaluate your claim (typically within 7-10 business days) to determine whether the returned Product is covered by the applicable limited warranty. If Speck determines that there is a warranted defect in the Product, Speck will, in its sole option, remedy the defect as set forth below. Speck is not liable for Products that are damaged or lost in transit to Speck. We recommend that you ship your returned products to Speck via a trackable shipment method. You are responsible for customs fees, including, but not limited to, taxes, duties and brokerage.

All Products returned to Speck will be subject to review for authenticity. Products determined to be counterfeit will be confiscated and turned over to Speck's legal department for action. Counterfeit cases will not be returned and consumers should seek restitution from their original place of purchase.

## **Sole And Exclusive Remedy**

Your sole and exclusive remedy for a breach of this limited warranty, and Speck's sole and entire liability is, at Speck's option, to repair or replace the defective Product. If the Product was purchased directly from our on-line store, you may request a refund for the purchase price of the defective Product if your claim is submitted within 30 days of the purchase date. Repair or replacement (including parts and labor and shipping costs) shall be made at Speck's expense. Speck reserves the right to send you a replacement Product that is the same or of a similar style or a substitute equivalent that may not be of like kind (depending on availability). Replacement Products will be furnished only on an exchange basis. Replacement Products are warranted (as specified above) for the remainder of the original applicable Product Limited Warranty Period.

## **Warranty Disclaimers**

Except as expressly set forth above in the applicable limited warranty, Speck disclaims all other express or implied warranties to the extent permitted by law and specifically disclaims and excludes all implied warranties, including, without limitation, the implied warranties of non-infringement of third party rights, merchantability and fitness for a particular purpose. If such disclaimer of any implied warranty is not permitted by law, the duration of any such implied warranties is limited to the durations of the applicable warranties set forth in this limited warranty. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. In addition to the rights described herein, you may also have other rights that vary from state to state or country to country with respect to the exclusion or application of implied warranties, incidental and consequential damages and repair and replacement. Consequently, the limitations or exclusions specifically contained in this warranty may not be applicable to you. This warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction. The warranty provided herein is limited to the value of the Product. Manufacturing specifications are subject to change without notice.

The following statement applies only to Australian customers that are "consumers" within the meaning of the Australian consumer law: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

# Limitation Of Liability

In no event shall Speck or its authorized suppliers be liable to you or any third party for any indirect, incidental, consequential, special or exemplary damages arising out of the use of the 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 Speck has been advised of the possibility of such damages. Speck has no liability for any damage or destruction to consumer electronics devices or other personal property that are in the Products, including, without limitation, laptops, cell phones, smartphones, tablets, MP3 players, DVD players or 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 liability of Speck and any of its authorized suppliers shall be limited to the amount actually paid by you for the Product. Some States and/or jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.