



WARRANTY: FULL TERMS & CONDITIONS



WHAT IS COVERED:

Mizco Intl inc warrants that its product listed below (the “Product”) will be free from defects in workmanship and materials under normal use for the period (s) listed below (the “Limited Warranty Period”).

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

All Mizco Product Manufactured under Brand(s) (Digipower, re-fuel, iessentials, Ecko unlted. Travelocity & Toughtested) for electronic mobile devices unless otherwise stated.

Five Year Limited Warranty Period: Five (5) years from original purchase date

*All Mizco Product under the ToughTested Brand purchased through “**Authorized Dealers**” only including cables, power supplies, Audio and all other mobile accessories manufactured under the Tough Tested brand.*

****See if your purchase was made through an Authorized dealer here: (Where To Buy)***

WHO IS COVERED? This limited warranty is non-transferable and covers only the original end purchaser. An original or copy of a sales receipt from a Mizco authorized retailer or website 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?

- Products w/o valid or sufficient Proof of Purchase
- Products whose initial warranty period has expired
- Normal wear and tear of Product use
- Items that have been Lost or stolen
- Damage from misuse of item (including but not limited to: lack of care, mishandling, accident, falls, abuse, extreme temperatures, water or other abnormal use or improper operation.
- 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 Mizco (including, without limitation, any non-Mizco product that is used in connection with the Product)
- Any Product that is not purchased from a Mizco authorized retailer (find authorized retailers here: Toughtested Retail Partners)

**Valid proof of purchase: includes but not limited to; Order number from web purchases made directly through our Mizco, Toughtested, digipower, iessentials or re-fuel sites; 2: Original invoice; 3: Dated sales receipt (date, product description & price must all be legible)*

Note: Mizco is not liable for any loss of data incurred from use with Mizco products.

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

***SHIPPING COSTS MUST BE COVERED BY BUYER/CUSTOMER IN THE FOLLOWING SITUATIONS:**

- Returning products for any reason other than a proven defect
- Buyer's accidental returns
- Returning personal items
- Returning items claimed to have defects but found by Mizco quality control to be in working condition
- Costs associated with unauthorized returns (any returns made outside of the approved warranty process)
- Warranty claims on items taken outside the original country of purchase

How to make a warranty claim

Warranty claims must be made directly to Mizco Int'l. For customer assistance please send an email detailing your issue to: techsupport@mizco.com and you will be provided with the appropriate form for your warranty claim. Please do not send your Product directly to Mizco Int'l without first contacting customer service via email, as this will only delay the process.

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

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

*****Warranties on all replacements follow the same warranty timeframe of the original defective item, or ninety (90) days after being replaced, whichever is longer, you must submit invoice provided with replacement when claiming warranty for an item that has been replaced.***

Sole & Exclusive Remedy

Your sole and exclusive remedy for a breach of this limited warranty, and Mizco's sole and entire liability is, at Mizco'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 Mizco's expense. Mizco 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, Mizco makes no 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 set forth in this limited warranty. Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, therefore such limitations or exclusions 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. The applicable limited 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 Mizco 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 Mizco has been advised of the possibility of such damages. Mizco 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 Mizco 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 limitations or exclusions

Additional information, FAQ, warranty claim forms, etc. can be found here.

www.toughtested.com

<http://www.123formbuilder.com/form-4393112/toughtested-warranty-claim-form%20>

<https://toughtested.com/pages/faqs>