

Hook & Albert Lifetime Limited Warranty

Your Hook & Albert bags and accessories are covered by a 5-year limited warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary by state, province, or country.

A. Products Covered by this Limited Warranty

This limited warranty extends to nylon luggage, nylon garment weekender bags, leather garment weekender bags, nylon duffel bags, leather duffel bags, nylon toiletry kits, leather toiletry kits, leather tote bags, small leather goods, leather backpacks and leather briefcases manufactured by Two Left Feet Brands, LLC. (“Hook & Albert”) and purchased directly from Hook & Albert or Hook & Albert’s authorized retailers. The Bags (“Bags”) are designed to be used for travel by air, car, train, boat, and foot. This Warranty does not cover your Bags if you use it in a manner incompatible with that intended design.

B. Who this Warranty Extends To

This limited warranty extends to the original purchaser of any Bag or, in the case of a gift, the original recipient of the Bag. The “original purchaser,” for the purposes of this warranty, is the first purchaser of a Bag/s from Hook & Albert or a Hook & Albert authorized retailer. The “original recipient” for purposes of this warranty, is the first receiver of Bag purchased as a gift from Hook & Albert or a Hook & Albert authorized retailer. All Hook & Albert warranties, including any implied warranties, are valid only for the period of time the Bag is owned by the original purchaser/recipient of the Bag. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO DETERMINE WARRANTY APPLICABILITY.

Hook & Albert limited warranties are not transferable and not applicable to use of the Bag for commercial or rental purposes.

C. Hook & Albert's Limited Warranty and Responsibilities

Hook & Albert warrants the Bag in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) forever, when the Bag is used normally for its intended purposes.

D. What this Limited 5-Year Warranty Covers

THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS:

- Manufacturing defects in leather, nylon or other materials used in production
- Wheels, handles, or telescoping handles that break off and are no longer usable
- Zippers that can no longer be opened or closed
- Fabric tears that render front pocket fabric non-functional

THIS LIMITED 5-YEAR WARRANTY DOES NOT COVER THE FOLLOWING:

- “Cosmetic Damage” which is defined as scratches, dents, dings, scuffs, stains, color changes, normal wear and tear, technological obsolescence, or other non-functional changes in the appearance of the product that occur during normal handling and use of Bag by any party and which do not impair the functionality of the product as Bag. Hook & Albert bags can be susceptible to Cosmetic Damage.
- Replacement of any non-defective pieces in the bags (for example, if you purchase Bag with multiple components and only one component is defective, then we will only replace the defective component).
- Any Bag (whether manufactured by Hook & Albert or not) sold by resellers who are not authorized retailers.
- Bags sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Bag is not “new” or of “first quality”, or has previously been purchased or used by another consumer.
- Loss of functionality due to consumers being locked out of their Bag. See “Your Responsibilities” below for information regarding assistance with locked rolling luggage.

In the event of a Defect, Hook & Albert’s sole and exclusive liability and your sole remedy under this limited warranty will be, at Hook & Albert’s option, to provide repaired or replacement Bags, subject to your fulfillment of “Your Responsibilities” below. Replacement Bags may be provided in a color different from the Bag you

originally purchased. For limited edition, discontinued or out-of-stock Bags covered under the limited warranty, Hook & Albert guarantees only replacement of a product with equal or greater retail value and does not guarantee exact replacement of the same limited edition, discontinued or out-of-stock item.

E. Your Responsibilities

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Bag to Hook & Albert and provide Hook & Albert with proof of the original date of purchase. Should shipping costs be required to return your Bag, you will not be responsible for those costs. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited warranty.

Hook & Albert will repair or replace (as applicable) and ship your Bag back to you within 90 days of receiving your original Bag. You will not be responsible for any shipping costs associated with shipping replaced or repaired Bags.

Replaced or repaired Bags are subject to the same limited warranty as the original Bag.

Wheeled bags that are locked can be shipped to a Hook & Albert location to be unlocked by Hook & Albert personnel. You will be responsible for any shipping and handling costs.

F. Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE BAG IS PROVIDED "AS IS" AND THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL HOOK & ALBERT OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE BAGS OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY

EVEN IF HOOK & ALBERT HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. HOOK & ALBERT'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE BAG GIVING RISE TO SUCH LIABILITY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

G. Arbitration

G1. In the event a dispute arises between you and Hook & Albert arising out of this Limited Warranty ("**Dispute**"), such Dispute will be determined and settled **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Hook & Albert agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Limited Warranty, and that you and Hook & Albert are each waiving the right to a trial by jury or to participate in a class action.

G2. As limited exceptions to Section G1 above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

G3. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Limited Warranty. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

G4. Payment of all filing, administration and arbitrator fees will be governed by the AAA

Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

G5. YOU AND HOOK & ALBERT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration section shall be null and void.

G6. With the exception of any of the provisions in Section G5 of this Limited Warranty ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Limited Warranty is invalid or unenforceable, the other parts of Limited Warranty will still apply.

G7. You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act.

H. Governing Law and Forum Choice

This Limited Warranty and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Texas, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section G "Arbitration" the exclusive jurisdiction for all Disputes that you and Hook & Albert are not required to arbitrate will be the state and federal courts located in the State of Texas, and you and Hook & Albert each waive any objection to jurisdiction and venue in such courts

I. Warrantor

Two Left Feet Brands, LLC.(d/b/a Hook & Albert)

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