

## iBenzer One (1) Year Limited Warranty – Accessories.

The iBenzer One-Year Limited Warranty is a voluntary manufacturer's warranty. It provides rights separate to rights provided by consumer law, including but not limited to those relating to non-conforming goods. As such, the iBenzer One-Year Limited Warranty benefits are in addition to, and not instead of, rights provided by consumer law and it does not exclude, limit or suspend a buyer's rights arising from consumer law. Consumers have the right to choose whether to claim service under the iBenzer One-Year Limited Warranty or under their consumer law rights. Important: The iBenzer One-Year Limited Warranty terms and conditions shall not apply to consumer law claims. For further information contact your local consumer organization.

Please note: All claims made under the iBenzer One-Year Limited Warranty will be governed by the terms set out in this warranty document.

Your iBenzer hardware product ("Product") is warranted against defects in materials and workmanship for a period of ONE (1) YEAR from the date of original retail purchase ("Warranty Period") when used in accordance with iBenzer's user manuals (if applicable) contained within the original retail packaging. Under this warranty, you will be able to direct your claims to iBenzer even in situations where you purchased the iBenzer product from a third party. If a defect arises during the Warranty Period, iBenzer, at its option will (1) repair the Product at no charge using new parts or parts that are equivalent to new in performance and reliability, or (2) exchange the Product with a product with equivalent functionality formed from new and/or previously used parts that are equivalent to new in performance and reliability or with your consent, a product that is at least functionally equivalent to the product it replaces. This warranty excludes normal depletion of consumable parts, unless failure has occurred due to a defect in materials or workmanship and, damage resulting from abuse, accident, modifications, unauthorized repairs or other causes that are not defects in materials and workmanship.

This warranty covers ONLY the products manufactured by iBenzer and does NOT extend to any device contained within or in contact with an iBenzer product. An example would be the iBenzer laptop sleeve is covered, but the laptop within the case is not.

Any limitations of liability in this warranty document shall not apply to (i) death or personal injury pursuant to any mandatory law on product liability; (ii) fraud or fraudulent misrepresentation; (iii) intentional misconduct or gross negligence; (iv) or a culpable breach of major contractual obligations. A damages claim based on a breach of major contractual obligations or gross negligence will be limited to foreseeable damage typical for the sale contract concerned.

To obtain warranty service, contact iBenzer directly via email at [cs@iBenzer.com](mailto:cs@iBenzer.com). Proof of purchase may be required to verify eligibility.

When contacting iBenzer via telephone (number found at [www.iBenzer.com](http://www.iBenzer.com)), call charges may apply depending on your location. Please contact your network operator for details.

#### IMPORTANT RESTRICTION FOR SERVICE.

iBenzer will provide warranty service through one or more of the following options:

- (i) Carry-in service. You may return your Product to the corporate headquarters in College Point, NY at the address found on the company's website
- (ii) Mail-in service. If iBenzer determines that your Product is eligible for mail-in service, please mail your product, with original receipt, to the company's headquarters in College Point, NY.
- (iii) Do-it-yourself (DIY) parts service. DIY parts service allows you to service your own Product. If DIY parts service is available in the circumstances, the following process will apply.

iBenzer is not responsible for any labor costs you incur relating to DIY parts service. Should you require further assistance, contact iBenzer at the telephone number listed on the company's website.

If any term is held to be illegal or unenforceable, it shall be severed from this warranty and the legality or enforceability of the remaining terms shall not be affected.

This warranty is governed by and construed under the laws of the country in which the product purchase took place.

For Australian consumers: The rights described in this warranty are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations. 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. Goods presented for repair may be replaced by refurbished goods of the same type rather than being repaired. Refurbished parts may be used to repair the goods.

For Canadian Consumers: Residents of Quebec are governed by that province's consumer protection legislation.

For purchases made by consumers in the United Kingdom and Ireland: If a product is defective consumers may, in addition to any other rights which they may have under consumer law in the UK and Ireland, avail themselves of the rights contained in: for products purchased in Ireland: the Sale of Goods Act, 1893 (in particular Sections 12, 13, 14 and 15), the Sale of Goods and Supply of Services Act, 1980 and the European Communities (Certain Aspects of the Sale of Consumer Goods and Associated Guarantees) Regulations 2003 (S.I. No. 11/2003); for products purchased in the UK: the Sale of Goods Act 1979 (in particular Section 12), the Supply of Goods and Services Act 1982 (in particular Section 2) and the Sale and Supply of Goods to Consumers Regulations 2002.