

# **Warranty Information**

## **Targus Products Limited Warranty**

**WHO IS COVERED?** This limited warranty is non-transferable and covers only the original end purchaser. Coverage terminates when the original purchaser sells or otherwise transfers the product. An original or copy of a sales receipt from the original Targus authorized sales retailer is required for warranty service. This limited warranty does not cover products purchased from 3rd party sellers on online sales auction sites. Online sales auction confirmations are NOT accepted for warranty verification.

**WHAT IS COVERED?** Targus warrants that the following products (the "Product(s)") will be free from defects in workmanship and materials under normal use for the durations set forth immediately below ("Limited Warranty Period"):

- For Targus notebook cases, a limited lifetime warranty on the case for as long as the original end purchaser owns the product, with one (1) year from the date of original purchase on any electronic parts incorporated into such cases;
- For Targus docking stations and Targus CD/DVD carrying cases, three (3) years from the date of original purchase;
- For Targus power adapter products, two (2) years from the date of original purchase; and
- For Targus tablet, e-Reader and smartphone cases and all other Targus products, one (1) year from the date of original purchase.

#### WHAT IS NOT COVERED?

- Normal wear and tear of Product use:
- Misuse, lack of care, mishandling, accident, abuse or other abnormal use, or acts of God, such as floods and earthquakes;
- 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 Targus (including, without limitation, any non-Targus product that is used in connection with the Product).

**HOW TO MAKE A WARRANTY CLAIM:** To report a warranty defect, please contact customer support through the <u>Ask a Question</u> tab located in our FAQ Knowledge Base. International customers should contact the <u>Targus office closest to you</u>. Please include your telephone number so that we may contact you.

When submitting a warranty claim, we will require proof that the claim is valid. In this regard, we will always require that (i) you provide us with an original or copy of your sales receipt as proof of purchase and (ii) you return your product to us for warranty coverage verification. You are responsible for shipping costs to Targus but there is no charge for the inspection or the return postage. Targus is not liable for Products that are damaged or lost in transit to Targus. We recommend that you ship your returned Products to Targus via a trackable shipment method. You are responsible for customs fees, including, but not limited to, taxes, duties and brokerage.

All products returned to Targus will be subject to review for authenticity. Products determined to be counterfeit will be confiscated and turned over to our 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:** If we find that the Product is defective in materials or workmanship and otherwise meets the terms of the applicable limited warranty, your sole and exclusive remedy for a breach of this limited warranty, and Targus's sole and entire liability is, at Targus's option, to repair or replace the defective Product using new or refurbished parts or Products. Repair or replacement (including parts and labor and shipping costs) shall be made at Targus's expense. Targus 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 are warranted as above for the remainder of the original applicable Product Warranty Period. For purposes of this limited warranty, "refurbished" means a product or part that has been substantially returned to its original specifications.

### WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS LIMITED WARRANTY, TARGUS 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, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

#### LIMITATION OF LIABILITY

IN NO EVENT SHALL TARGUS OR ITS 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 TARGUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TARGUS HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CONSUMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE IN OR CONNECTED TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LAPTOPS, TABLETS, SMARTPHONES, OR OTHER 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 TARGUS AND ANY OF ITS 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 MAY NOT APPLY TO YOU.

**Please Note:** Features and specifications of all Targus products are subject to change without notification.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.