

# Bragi Limited Warranty (USA)

This Limited Warranty (“Warranty Policy”) applies to Bragi branded hardware products (“Product(s)”) sold by Bragi GmbH and BRAGI STORE, LLC (“Bragi”). Bragi’s warranty obligations are to the original purchaser (“you”) only and are limited to the terms set forth below. This Bragi 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 Bragi 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.

## **LIMITED WARRANTY TERMS**

Bragi provides the following limited warranty to you if you purchased the Product(s) from Bragi, on Bragi’s website(s) (bragi.com and sub-websites), or if you purchased the Product(s) from an authorized reseller. Bragi warrants that the Product(s) will be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of your purchase (“Warranty Period”). Your sole and exclusive remedies for warranty claims submitted to Bragi within the Warranty Period pursuant to this Warranty Policy are as follows: For all Product(s) that fail the above warranty, Bragi will, at its sole option, either: (i) repair the Product(s); (ii) replace the Product(s) with a new or refurbished Product(s) (replacement Product(s) being of identical model or functional equivalent); or (iii) provide to you a refund in the amount of the price you paid for the Product(s) (excluding taxes and shipping costs); and Any Product(s) that have been repaired or replaced under this Warranty Policy will have warranty coverage for the longer of: (a) ninety (90) days from the date of repair or replacement; or (b) the remaining original Warranty Period. Replacement parts used in the repair of the Product(s) may be new or equivalent to new or refurbished.

**To learn who our authorized retailers are, [click here](#)**

## **TO OBTAIN WARRANTY SERVICE FROM BRAGI:**

To obtain warranty service, contact our Bragi Support for shipping instructions and an RMA tracking number. Securely pack the device and a copy of the original sales receipt, which is required as a proof of purchase for warranty repairs. Write or print out the tracking number and affix it to the outside of the package. Send the device, freight charges prepaid by you the customer, to the dedicated/nearest warranty service station.

To obtain an RMA Number:

Contact our Bragi Support to request an RMA Number. You will need the device serial number as shown on the charger, a return shipping address and a daytime phone number.

## **EXCLUSIONS AND LIMITATIONS**

This Warranty Policy applies only to Product(s) manufactured by or for Bragi that are marked with

the “Bragi” trade name or logo and contain a valid Bragi serial number which has not been removed or altered.

This Warranty Policy does not apply to, and specifically excludes, the following: (a) consumable parts and accessories, such as FitSleeve parts, The Leash accessory and others; (b) normal wear and tear and cosmetic damage, including, but not limited to, scratches, dents and broken plastic; (c) defects or damage caused by misuse, accident (including, without limitation, collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage, third-party applications downloaded to the Product(s) or companion applications that connect to and communicate with the Product(s) or if any of the serial numbers have been removed or altered; (d) damage caused by operating the Product(s) outside the permitted or intended uses described by Bragi; (e) damage caused by use with non-Bragi products; (f) any non-Bragi hardware products or any software, even if packaged or sold with the Product(s); and (g) modifications of the Product(s) firmware or software by anyone other than Bragi. Bragi reserves the right to disable Product(s) if Bragi suspects fraud or if Bragi determines that the Product(s) are counterfeit, stolen or lost in shipment.

Bragi does not warrant that the operation of the Product(s) will be uninterrupted or error-free. Bragi is not responsible for damage arising from failure to follow instructions relating to the use of the Product(s).

**TO THE FULL EXTENT PERMITTED BY LAW, THIS WARRANTY POLICY DOES NOT COVER, AND BRAGI IS NOT RESPONSIBLE FOR: (A) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION 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.**

#### **DISCLAIMER**

**THIS WARRANTY POLICY SETS FORTH THE FULL EXTENT OF BRAGI’S WARRANTY RESPONSIBILITY. THIS WARRANTY POLICY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES. ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. NO WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WILL APPLY AFTER THE EXPIRATION OF THE WARRANTY PERIOD.**

To the extent the foregoing disclaimers are not permitted by applicable law, any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the Warranty Period as provided herein. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you.

## **DISPUTES**

Any dispute or claim relating in any way to your use of any BRAGI Product or BRAGI Services, or to any products or services sold or distributed by BRAGI or through its online store will be resolved by binding arbitration, rather than in court. The laws of the United States including The Federal Arbitration Act and federal arbitration law apply to this agreement. All arbitration shall be conducted in the English language.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

## **APPLICABLE LAW AND JURISDICTION**

By buying a product or service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Delaware, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and BRAGI. The Courts of Dover, Delaware shall be the exclusive place of jurisdiction for any dispute arising out of these Terms.

# Bragi Limited Warranty for Consumable Parts and Accessories (USA)

This Limited Warranty ("Warranty Policy") applies to Bragi branded consumable parts and accessories including FitSleeve parts, The Leash accessory, The Slide and USB cables ("Product(s)") sold by Bragi GmbH and BRAGI STORE, LLC ("Bragi"). Bragi's warranty obligations are to the original purchaser ("you") only and are limited to the terms set forth below. This Bragi

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 Bragi 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.

### **LIMITED WARRANTY TERMS**

Bragi provides the following limited warranty to you if you purchased the Product(s) from Bragi, on Bragi's website(s) (bragi.com and sub-website), or if you purchased the Product(s) from an authorized reseller. Bragi warrants that the Product(s) will be free from material defects in materials and workmanship under normal use for a period of fourteen (14) days from the date of your purchase ("Warranty Period").

Your sole and exclusive remedies for warranty claims submitted to Bragi within the Warranty Period pursuant to this Warranty Policy are as follows:

For all Product(s) that fail the above warranty, Bragi will, at its sole option, either: (i) repair the Product(s); (ii) replace the Product(s) with a new or refurbished Product(s) (replacement Product(s) being of identical model or functional equivalent); or (iii) provide to you a refund in the amount of the price you paid for the Product(s) (excluding taxes and shipping costs); and

Any Product(s) that have been repaired or replaced under this Warranty Policy will have warranty coverage for 14 days from the date of repair or replacement. Replacement parts used in the repair of the Product(s) may be new or equivalent to new or refurbished.

### **TO OBTAIN WARRANTY SERVICE FROM BRAGI:**

To obtain warranty service, contact our Bragi Support for shipping instructions and an RMA tracking number. Securely pack the Product and a copy of the original sales receipt, which is required as a proof of purchase for warranty repairs. Write or print out the tracking number and affix it to the outside of the package. Send the Product, freight charges prepaid by you the customer, to the dedicated/nearest warranty service station.

To obtain an RMA Number:

Contact our Bragi Support to request an RMA Number. You will need a return shipping address and a daytime phone number.

### **EXCLUSIONS AND LIMITATIONS**

This Warranty Policy applies only to Product(s) manufactured by or for Bragi.

This Warranty Policy does not apply to, and specifically excludes, the following: (a) consumable parts such as batteries, unless damage has occurred due to a defect in materials or workmanship in the Product(s); (b) normal wear and tear and cosmetic damage, including, but not limited to, scratches, dents and broken plastic; (c) defects or damage caused by misuse, accident (including, without limitation, collision, fire and the spillage of food or liquid), neglect, abuse, alteration, unusual stress, modification, improper or unauthorized repair, installation, wiring, or testing, improper storage; (d) damage caused by operating the Product(s) outside the permitted or intended uses described by Bragi; (e) damage caused by use with non-Bragi products; (f) any non-Bragi hardware products or any software, even if packaged or sold with the Product(s); and (g) modifications of the Product(s) by anyone other than Bragi.

Bragi is not responsible for damage arising from failure to follow instructions relating to the use of the Product(s).

**TO THE FULL EXTENT PERMITTED BY LAW, THIS WARRANTY POLICY DOES NOT COVER, AND BRAGI IS NOT RESPONSIBLE FOR: (A) SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER**

**ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION 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.**

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To the extent the foregoing disclaimers are not permitted by applicable law, any implied warranty, including any implied warranty of merchantability or warranty of fitness for a particular purpose, is limited in duration to the Warranty Period as provided herein. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you.

#### **DISPUTES**

Any dispute or claim relating in any way to your use of any BRAGI Product or BRAGI Services, or to any products or services sold or distributed by BRAGI or through its online store will be resolved by binding arbitration, rather than in court. The laws of the United States including The Federal Arbitration Act and federal arbitration law apply to this agreement. All arbitration shall be conducted in the English language.

We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

#### **APPLICABLE LAW AND JURISDICTION**

By buying a product or service, you agree that the Federal Arbitration Act, applicable federal law, and the laws of the state of Delaware, without regard to principles of conflict of laws, will govern these Conditions of Use and any dispute of any sort that might arise between you and BRAGI. The Courts of Dover, Delaware shall be the exclusive place of jurisdiction for any dispute arising out of these Terms.

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.