

Bragi Limited Warranty For Products

This Limited Warranty ("Warranty Policy") applies to Bragi branded hardware products ("Product(s)").

Bragi's warranty obligations are to the first consumer purchaser ("you") only and are limited to the terms set forth below. This Warranty Policy is granted to you by the respective Bragi entity provided below in this Warranty Policy.

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:

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 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(s) 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(s), 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 Product serial number (in case of The Dash, 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, FitTips, foam tips, 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).

Language Versions

In the event of a conflict between language versions of this Warranty Policy, the German language version shall be deemed authoritative. In the case of a dispute regarding English wording that is accompanied by respective German terminology, its interpretation under relevant German law shall be deemed authoritative.

Grantor of Warranty

Customers who have purchased the Product(s) in the United States through the Bragi Web Shop:

BRAGI Store LLC

160 Greentree Drive, Suite 101, Dover, Delaware 19904

United States

All Customers who have purchased the Product(s) in the United States but not through the Bragi Web Shop:

Bragi North America LLC

20635 Abbey Woods Ct., Suite 202, 60243 Frankfort, Illinois

United States

All other Customers:

Bragi GmbH

Sendlinger Straße 7/Angerblock, 80331 Munich

Germany

Localized Warranty Terms

The following provisions shall apply only to customers who have purchased Product(s) subject to this Warranty Policy from countries outside the European Union, Switzerland or Norway.

Exclusion of Liability

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.

Further Exclusions

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 and Applicable Law

Any dispute or claim relating in any way to this Warranty Policy will be resolved by binding arbitration, rather than in court. The laws of the State of Delaware, The Federal Arbitration Act and applicable federal arbitration law apply to this Warranty Policy. All arbitration shall be conducted in the English language.

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, any right to a jury trial is hereby waived. In deviation from the proceeding provisions, either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

The following provisions shall apply only to customers who have purchased Product(s) subject to this Warranty Policy from a country inside the European Union, Switzerland or Norway.

Damages

For the purposes of clarification, Bragi shall not be liable for any damages (including claims regarding vain expenditures, Vergebliche Aufwendungen) based on a breach of the Warranties provided in this Warranty Policy. Damages claims against the seller of the Product(s), including those based on your statutory rights as a consumer in the event of defective consumer goods shall remain unaffected, as shall any damages claims based on other legal grounds, including but not limited to tort and product liability.

Applicable Law and Jurisdiction

This Warranty Policy will be governed by and construed in accordance with the laws of Germany, excluding its conflict of law principles. The Warranty Policy shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If you are entering into the Terms in your capacity as a business person, exclusive place of jurisdiction for all claims under or in connection with this Warranty Policy shall be Munich, Germany, but Bragi reserves the right to sue at your place of business.