

Orbic NA, LLC

Product Warranty

WHO THIS WARRANTY COVERS

This 12 month limited warranty extends only to the original purchaser of this product within the United States. This warranty is not transferable. This warranty is conditioned upon the proper use of the Product.

WHAT THIS WARRANTY COVERS

Orbic offers you a limited warranty that extends for the first twelve (12) month period to the original purchaser from the date of original purchase with proof of purchase. Without valid proof of purchase, Orbic offers a limited warranty extending fifteen (15) months from date of manufacture, which is coded on the product label (“Warranty Period”).

Should the Product, inbox accessories or any part during normal consumer usage and conditions be proven defective in material or workmanship that results in Product failure, such defect(s) will be repaired or replaced (with new or rebuilt parts) at Orbic’s discretion, without charge for parts or labor directly related to the defect.

WHAT THIS WARRANTY DOES NOT COVER

1. Warranty claims outside of the Product warranty Period.
2. Damage or defects caused by using the Product other than in the normal course.
3. Defects or damages resulting from accidental, misuse, abnormal use, abnormal conditions, improper storage, unauthorized modifications, unauthorized repair, improper installation, or other acts which are not the fault of Orbic.
4. Defects or damage resulting from excessive force or use of a metallic object when pressing the touch screen.
5. Product with altered, defaced or removed serial number.
6. Damage resulting from use of accessories not approved by Orbic.
7. Damage from exposure to moisture, humidity, excessive temperature or extreme environment.
8. Liquid damage due to not properly sealed/locked accessories, ports and or battery latches of water resistance devices.
9. All surfaces and externally exposed parts that are scratched or damaged due to normal customer use.
10. All software, including operating system software, third-party software, applications, and all other software of any kind.
11. Damage caused by ordinary wear and tear of the Product

12. Customer abuse or other physical abuse or mistreatment of Product as evidenced by:
- a. Missing required faceplate;
 - b. Damaged LCD or Lens (e.g., the product is either broken, cracked, smashed, bleeding, etc.;
 - c. IMEI is unreadable electronically or due to missing or altered serial number, IMEI and/or reliance date label so as to affect readability;
 - d. Missing keys beyond normal wear and tear;
 - e. Unapproved Product modification;
 - f. Visible Product surface physical damage resulting in product being smashed, chewed, gouged, burned or melted;
 - g. Liquid damage as evidenced by submission in liquid or any other evidence of liquid ingress, including corrosion of any of the connections and noticeable excessive residue.

WHAT ARE THE LIMITS OF ORBIC'S LIABILITY

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF ORBIC'S RESPONSIBILITIES AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCT. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL ORBIC BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS, OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

ORBIC MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT DISTRIBUTED BY ORBIC OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT.

Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Product. No agent, employee, dealer,

representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of Orbic regarding the Product or this Limited Warranty.

This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state.

WHAT ARE THE PROCEDURES FOR RESOLVING DISPUTES?

ALL DISPUTES WITH ORBIC ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY. Any such dispute shall not be combined or consolidated with a dispute involving any other person's or entity's products or claim and, specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action. The arbitration shall be conducted before a single arbitrator, whose award may not exceed, in form or amount, the relief allowed by applicable law. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty. This arbitration provision also applies to claims against Orbic's employees, representatives and affiliates if any such claim arises from the Product's sale, condition or performance.

HOW TO GET WARRANTY SERVICE

To obtain warranty service, please call the following telephone number from anywhere in the continental United States:

1-877-872-4555