

SURGE Livewire Limited Lifetime Warranty

SURGE Livewire ("we" or "us") warrants that our products ("Product") will be free from defects in materials and workmanship and the term "lifetime" refers to the expected lifespan of the product as defined as the length of time the product is in production and/or has parts to support the repair or replacement of the product. The Limited Lifetime Warranty and its claims are subject to the terms and conditions set forth below.

This Limited Lifetime Warranty is valid only for the original purchaser of the Product and is non-transferable. To qualify for the Limited Lifetime Warranty, the customer must provide a receipt or other proof of purchase.

Under this Limited Lifetime Warranty, we will, at our option, repair or replace any defective Product or component thereof. This warranty does not cover any Product or component that has been modified or repaired by anyone other than SURGE Livewire or an authorized repair center, used for commercial purposes, subjected to abnormal use or conditions, involved in an accident, or misused in any way. This warranty does not cover normal wear and tear or cosmetic damage that does not affect the functionality of the Product.

To make a claim under this Limited Lifetime Warranty, the customer must contact us at support@surgegaming.com, provide a valid proof of purchase, and obtain a return authorization number. The defective Product must be returned to us, along with the return authorization number and a valid proof of purchase. Packages sent with no RMA number will be refused by our receiving department and returned to sender at the sender's expense including all associated shipping costs including duty and taxes from the sender's origin. Packages sent collect or without a valid proof of purchase will be refused by our receiving department and returned to sender at the sender's expense. Customers are responsible for all shipping and handling charges associated with returning the defective Product to us, and we are responsible for all shipping and handling charges associated with shipping the replacement Product to the customer. We reserve the right to inspect the Product before honoring any warranty claim.

A valid proof of purchase should include one of the following documents:

- Sales Receipt: A sales receipt obtained from the authorized retailer or online store, clearly indicating the purchase date, amount paid, and description of the item purchased.
- Invoice or Bill of Sale: An invoice or bill of sale provided by the authorized retailer, which includes the purchase date, amount paid, and a detailed description of the product.

Please note that bank statements and credit card statements cannot be accepted as valid proof of purchase. While these documents may demonstrate a transaction, they do not provide sufficient details about the specific product purchased and its associated warranty.

This Limited Lifetime Warranty is in addition to any other rights and remedies that the customer may have under applicable Canadian and U.S. laws. Nothing in this Limited Lifetime Warranty shall limit or affect any statutory rights of the customer.

THIS LIMITED LIFETIME WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY US WITH RESPECT TO THE PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES. OUR LIABILITY SHALL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCT.

This warranty applies to Products purchased and located within the United States and Canada. Other countries may have different warranty terms and conditions.

Some states or provinces in Canada and the United States of America may not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

In the event of a dispute arising under this warranty, such dispute will be resolved through binding arbitration in the province or state of the original purchase.

This Limited Lifetime Warranty is governed by the laws of the province or state of Canada or the United States of America in which the original purchase took place, and this warranty will be terminated if SURGE Livewire ceases to do business, or the Product line is discontinued.

In the event that we determine that a repair or replacement of the defective Product is not possible, we reserve the right to replace the defective Product with a replacement Product of equal or greater value, new or refurbished, or to provide a monetary value equal to the purchase price of the defective Product.