## Returns & Warranty Policy

Returns/Claims: damaged or incorrect product received

- Returns: We offer a 30-day comfort and quality return policy. If you are not fully satisfied with our product, simply return it within 30 days of receipt for a full product refund. BE SURE TO KEEP THE ORIGINAL BOX FOR RETURNS. Returns must be in original, new, resalable condition, with all original packaging. Items returned without original packaging will be charged a minimum 15% restocking fee. Any order over \$1,000 will automatically incur a 15% mandatory restocking fee. If the item is being returned for any reason other than a damaged or defective product, customer will be responsible for paying the return freight fee.
- Claims: If your item arrives and has been damaged or is not what you ordered, please contact our Customer Experience Department within 3 business days from date of delivery. Please review your order prior to contacting us to verify that you ordered it correctly. You can review your approved order at any time by reviewing your email confirmation.
- To file a claim, please contact our Customer Experience
  Department and we will gladly walk you through the steps of
  getting the issue resolved as quickly as possible.
- Once your claim has been received we will review it and determine our response. You will be contacted with approval or denial of your claim via email within an estimated 2-7 business days. All claims must be filed with all required details including pictures that detail your concern. You may track the progress of your claim at any time by logging in to your account. Our goal is to ensure you receive exactly what you ordered. All times are estimates. Actual times may vary.

## **Warranties and Limitation of Liability**

 Providing you with a quality Product is important to us. We work hard to ensure that you will be completely satisfied with our products. We stand behind all of our products with a ONE year limited MANUFACTURER DEFECTS ONLY warranty.

- This warranty shall be void if there is evidence of misuse of the Product, abuse, or failure to follow care and maintenance instructions and the use brochure included with the Product.
- Seller warrants that the Product sold to Buyer shall be free from defects in material and workmanship for a period of 1 year.
- The warranty is only applicable to the original Buyer, and your Product must have been purchased from an OME Gear authorized dealer.
- If a defect occurs as the result of the Product's intended use
  according to the care instructions during the Warranty Period, we
  will repair or replace, at our discretion, the defective product or
  part. Tears, scratches, punctures, normal wear and tear, and
  the natural breakdown of colors and materials over extended
  time and use are not warranted. The warranty does not cover
  defects caused by third-party modifications, repairs, or
  replacement parts. If the product has been customized by OME
  Gear, the customization will also be replaced.
- This limited warranty shall run from the date of receipt of the product or products by Buyer. Buyer shall promptly notify Seller of any warranty claims and shall cooperate fully with Seller in processing and investigating the claim. Seller shall at its option repair or replace the product or issue a refund.
- This is the sole and exclusive warranty and shall be Buyer's exclusive remedy and is in lieu of all other warranties, express or implied.
- Seller's liability for defective or nonconforming products, whether based on breach of warranty, negligent manufacture or product liability, is exclusively limited to repair, replacement or refund, at Seller's election. Seller assumes no risk and shall not be subject to any liability for any damages or loss resulting from the specific use or application made of the products. Seller's liability for any other claim, whether based on breach of contract, negligence or product liability, relating to the products shall not exceed the price paid for by Buyer for such products. In no event shall Seller be liable for any special, incidental, consequential, or other damages, including, but not limited to loss of profits, cover damages and claims of third parties. Howsoever caused, whether by the negligence of Seller or otherwise.
- The warranty is only available in the United States. No OME Gear reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

- OME Gear reserves the right to cancel or refuse an order at any time in our sole discretion.
- Please note that the color of your products could vary slightly from the color shown on your monitor.

**Questions, Comments, or Issues** - If you have any questions regarding this returns policy please contact our Customer Experience team at <a href="mailto:info@omegear.com">info@omegear.com</a>.