

## SCREEN PROTECTION PRODUCT WARRANTY

**This warranty is provided to you by Belkin International, Inc, or one of its subsidiaries or affiliates (“Belkin”). Please see below for contact information for the Belkin entity in your country or region.**

**For country specific warranty terms, see pages 3 to 5.**

### **What is covered under this warranty?**

Belkin warrants to the original purchaser of this Belkin screen protection product that the product shall be free from normal wear and tear.

This warranty is in addition to, rather than replacing, statutory rights that you have as a consumer, as may be described below.

### **What is the period of coverage for this warranty?**

In all countries except the Asia Pacific region and Australia and New Zealand, Belkin warrants the Belkin screen protection product for the **lifetime of the original device to which the screen protection product is applied**. “Lifetime of the original device” means as long as the device to which the screen protection product is applied continues to be used by the original purchaser, Belkin will continue to warrant the screen protection product against wear and tear. Replacement screen protection products are also warranted for the lifetime of the original device to which the screen protection product is applied.

In the Asia Pacific region and Australia and New Zealand, Belkin warrants the Belkin screen protection product for **2 years**. Replacement screen protection products are also warranted for 2 years.

### **What will we do to correct problems?**

Belkin, at its option, will either (1) replace the product, or (2) refund you the purchase price of the product, minus any rebates and discounts granted at time of purchase. †

### **How to get warranty help**

**Apple Stores** - If the screen protector was purchased in an Apple Store and applied by an Apple associate with the SCREENCARE+ Application System:

1. Customer may register the product at Belkin.com
2. Customer contacts Belkin via Phone, Twitter or Facebook. Additional contact information can be found at <http://www.belkin.com/us/contactsupport>
  - Proof of original purchase is required to process claim
  - Your Belkin Customer Service Representative will instruct you on how to forward your receipt and Belkin product and how to proceed with your warranty claim.
3. If your warranty claim is valid, Belkin will replace the screen protector with, at your option, a similar SCREENCARE+ Application System product or a screen protector product that you can apply yourself with the included Easy Align tray. Older phones may require a screen protector product you apply yourself.
4. If you choose to replace with a similar SCREENCARE+ Application System Product, the following procedure will apply:
  - a. The replacement screen protector will be shipped in an individually sealed EZ Tear envelope. Customer will not open or tamper with the seal of the EZ Tear envelope
  - b. Customer will bring the replacement screen protector in the unopened envelope to the Apple Store where screen protector was originally purchased. An Apple associate will apply it professionally using the SCREENCARE+ Application System
  - c. Professional application of the replacement screen protector is free of charge
5. At Belkin's discretion, customer may be required to send damaged screen protector back to Belkin for evaluation. Customer is required to pay for reasonable shipping costs of sending damaged screen protector back to Belkin.

**Other Retail Stores with Application:** If the screen protector was purchased in a retail store (not an Apple Store) and applied by a store associate with the SCREENFORCE™ or TRUECLEAR™ Pro Application System:

1. Customer may register the product at Belkin.com
2. Customer contacts Belkin via Phone, Twitter or Facebook. Additional contact information can be found at <http://www.belkin.com/us/contactsupport>
  - Proof of original purchase is required to process claim
  - Your Belkin Customer Service Representative will instruct you on how to forward your receipt and Belkin product and how to proceed with your warranty claim.
3. If your warranty claim is valid, Belkin, at its option, will either (1) replace the product, or (2) provide a refund of the purchase price of the product, minus any rebates and discounts granted at time of purchase.
4. At Belkin's discretion, customer may be required to send damaged screen protector back to Belkin for evaluation. Customer is required to pay for reasonable shipping costs of sending damaged screen protector back to Belkin.

**Other Purchases:** If the screen protector was purchased online or in-store and applied by the customers themselves with the included Easy Align tray:

1. Customer may register the product at Belkin.com
2. Customer contacts Belkin via Phone, Twitter or Facebook. Additional contact information can be found at <http://www.belkin.com/us/contactsupport>
  - Proof of original purchase is required to process claim
  - Your Belkin Customer Service Representative will instruct you on how to forward your receipt and Belkin product and how to proceed with your warranty claim.
3. If your warranty claim is valid, Belkin, at its option, will either (1) replace the product, or (2) provide a refund for purchase price of the product, minus any rebates and discounts granted at time of purchase.
4. At Belkin's discretion, customer may be required to send damaged screen protector back to Belkin for evaluation. Customer is required to pay for reasonable shipping costs of sending damaged screen protector back to Belkin.

**What is not covered by this warranty?\***

Belkin does not give any warranty: (a) for application services provided by Belkin or any third party; or (b) that a third party service the product needs will always be available. Belkin does not warrant any wear or damage related to the user's device.

This warranty does not apply if: (a) the product has been tampered with; (b) the warranty claim was made fraudulently or by misrepresentation; (c) the product was not installed, operated, repaired, or maintained in accordance with Belkin's instructions; or (d) the product has been subjected to abnormal physical stress, misuse, negligence, or accident.

If you remove the screen protection product from the original device and apply to a different device, this warranty no longer applies, and you are not entitled to a replacement product.

Other than in the European Economic Area (EEA) and Switzerland, this warranty is only valid and enforceable in the country of purchase. If this Belkin product is purchased in the EEA and Switzerland, this warranty is only valid and enforceable in the EEA and Switzerland and may be redeemed anywhere in the EEA and Switzerland.

**General Exclusions and Limitations of Liability**

**In some jurisdictions and circumstances, it is possible for a manufacturer to change or exclude warranties, conditions or guarantees implied or imposed by law, and to otherwise limit its liability to consumers. In those jurisdictions where it can lawfully do so, and to the full extent that it is allowed by law to do so, Belkin (i) limits all implied warranties and conditions of merchantability, acceptability, satisfactory quality or fitness for a**

particular purpose to the duration of the relevant Warranty Period; (ii) excludes all other express, statutory or implied conditions, representations and warranties, including but not limited to any implied warranty of non-infringement; (iii) excludes all liability for the loss of, or damage to, data caused by use of a Belkin product; (iv) excludes any liability it may have to you for: (a) loss of revenue or profit, (b) loss of the ability to use any third-party products, software or services, and (c) any indirect, consequential, exemplary, special, incidental or punitive loss or damages, which arises under any law (including but not limited to the law of negligence) and relates to your use, or inability to use a Belkin product, or any related services (this exclusion applies even if Belkin has been advised of the possibility of such damages and even if any warranty or remedy provided under this manufacturer's warranty fails of its essential purpose); and (v) limits its monetary liability to you, under any law, to the price that you paid for the Belkin product. No oral or written information or advice by Belkin or its dealer, agent or affiliate shall create a warranty. Nothing in this section shall limit Belkin's liability in relation to death or bodily injury.\* †

If you live in the European Union, references in this Section to "special, indirect, consequential or incidental losses shall mean any losses which (i) were not reasonably foreseeable by both parties, and/or (ii) were known to you but not to us and/or (iii) were reasonably foreseeable by both parties but could have been prevented by you such as, for example (but without limitation), losses caused by viruses, Trojans or other malicious programs, or loss of or damage to your data.

### Country-Specific Warranty Terms

#### United States and Canada

+In the United States and Canada, this warranty does not apply to products purchased from a source other than Belkin or a Belkin Authorized Reseller.

#### Australia/New Zealand

In Australia and New Zealand, the benefits we give in this manufacturer's warranty are **additional to** any rights and remedies that you may have under the Australian Competition and Consumer Act 2010 ("Australian Consumer Law") or the New Zealand Consumer Guarantees Act 1993 (CGA) (as applicable) and other applicable Australian and New Zealand consumer protection laws.

In Australia and New Zealand, our goods come with certain guarantees that cannot be excluded under the Australian Consumer Law and the CGA respectively. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. The CGA does not apply where the goods you purchased are to be used for business purposes.

Where a customer is required to send a damaged screen protector back to Belkin for evaluation:

- for persons who purchased the product in Australia, the applicable address will be either Linfox, Gate 2, 1 Fox Lane, Erskine Park NSW 2759 or Belkin Limited, PO Box 3099, Tuggerah NSW 2259, as advised by us; and
- for persons who purchased the product in New Zealand, the applicable address is PO Box 201076, Auckland Airport, Auckland 2105, New Zealand.

† In Australia and New Zealand only, if you make an eligible hardware claim under this manufacturer's warranty, you have the option to repair, replace or refund the product.

\* In Australia and New Zealand, the following paragraphs should follow "General Exclusions and Limitations of Liability:

**Note:** None of the above general exclusions and limitations of liability apply to persons in Australia or New Zealand who purchase Belkin products that are of a kind ordinarily acquired for personal, domestic or household use or consumption. The above general exclusions and limitations of liability also do not apply to persons in Australia who purchase Belkin products that have a price of A\$40,000 or less.

The above general exclusions and limitations of liability will apply to persons in Australia and New Zealand who purchase Belkin products for the purpose of:

- resupplying them in trade;
- consuming them in the course of a process of production or manufacture;
- repairing or treating in trade other goods or fixtures on land; or
- business (for New Zealand only in terms of section 43(2) of the Consumer Guarantees Act 1993).

## France

### Rights Granted by the Legal Guarantee in France

**As a French consumer, you have rights under French law, including the legal warranty against hidden defects in accordance with Articles 1641 to 1648 of the French Civil Code, and the application of the legal warranty of conformity in accordance with Articles L.217-4 to L.217-12 of the French Consumer Code.**

When acting on the grounds of the legal guarantee of conformity, the consumer:

- benefits from a two year warranty period from delivery of the product in which to act;
- can choose between the repair or the replacement of the product, subject to the conditions regarding costs provided for by Article L. 217-9 of the French Consumer Code;
- is exempt from having to prove the lack of conformity of the product for the two years following its delivery (and for six months following delivery of the product for second-hand goods).

The legal guarantee of conformity applies regardless of the commercial guarantee eventually offered.

The consumer can decide to apply the legal guarantee for hidden defects within the meaning of Article 1641 of the French Civil Code. In such a case, the consumer can choose between the cancellation of the sale or a reduction of the sale price, pursuant to Article 1644 of the French Civil Code.

### Article L. 217-4 of the French Consumer Code

The seller shall deliver a good in conformity with the contract and shall be held liable for the lack of conformity existing at the time of delivery. The seller shall also be held liable for the lack of conformity stemming from the packaging, the fitting instructions or the installation when such installation is the responsibility of the seller pursuant to the contract or has been conducted under the seller's supervision.

### Article L. 217-5 of the French Consumer Code

The good shall be deemed in conformity with the contract:

1. If it is fit for the use usually expected from a similar good and, where appropriate:
  - it matches the description given by the seller and has the qualities that such seller presented to the buyer by means of a sample or model; and
  - if it presents the qualities that a buyer can legitimately expect given the public statements made by the seller, the manufacturer or its representative, in particular in the advertising or the labelling; or
2. if it presents the characteristics mutually agreed upon by the parties or is fit for any special use intended by the buyer, made known to the seller and which the latter agreed to.

### Article L. 217-12 of the French Consumer Code

The action resulting from the lack of conformity shall lapse two years after the delivery of the goods.

### Article L. 217-16 of the French Consumer Code

During the effective period of the commercial warranty offered to a buyer at the time of acquisition or repair of a tangible asset, if the buyer requires from the seller a repair covered by the warranty, any period of seven days or more during which the goods are out of use for repair shall be added to the remaining term of the warranty. Such period shall run from the request for intervention made by the buyer or from the date when the said good is made available for repair, if this date is after the request for intervention.

#### **Article 1641 of the French Civil Code**

The seller shall guarantee the sold good for hidden defects which make it unfit for its intended use, or which diminish this use to such an extent that the buyer would not have bought it, or would only have accepted to buy it for a lesser price, had he been aware of such defects.

#### **Article 1648 § 1 of the French Civil Code**

The action resulting from hidden defects has to be filed within two years of the discovery of the defect.

#### **Germany**

In Germany, the statutory warranty rights are provided for in Secs. 434 subseq. and 474 subseq. of the German Civil Code. They comprise the right for supplementary performance, rescission, reduction of purchase price and compensation of damages. The statutory warranty rights apply as of the time the risk in the product is transferred.

±In Germany, the “General Exclusions and Limitations of Liability is replaced with the following provision:

Belkin's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows: (i) Belkin shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (ii) Belkin shall not be liable due to a slightly negligent breach of any other duty of care applicable. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent Belkin has assumed a specific guarantee.

#### **This warranty is provided to you by:**

**United States, Canada, Latin America:** Belkin International, Inc., 12045 East Waterfront Drive, Playa Vista, CA 90094

**Europe, Middle East, Africa:** Belkin Limited, Express Business Park, Shipton Way, Rushden, NN10 6GL, United Kingdom

**Australia, New Zealand:** Belkin Limited (ABN: 64 095 402 663), Unit E, 2 Reliance Drive, Tuggerah NSW 2259, phone: +61 (0) 2 4350 4600; email: [acce@belkin.com](mailto:acce@belkin.com)

**Asia Pacific Region excluding China, Japan, Australia and New Zealand:** Belkin Asia Pacific Limited, Room 2601, 26th Floor, Octa Tower, No. 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong, phone: +852 3669 4000

**China:** Belkin Trading (Shanghai) Co., Ltd., Unit 901, 903, 905, Tower A, GuangQi Culture Plaza, No.2899 XieTu Road, Xuhui District, Shanghai, P.R.C 200030

**Japan:** Belkin K.K., Room 1201 Puromie Akihabara, 73 Neribeicho, Kanda, Chiyoda-ku, Tokyo 101 0022, Japan