

## **Freshfiber Warranty**

Freshfiber BV's ("Freshfiber") warranty obligations for the Freshfiber product you have just purchased (the "Product") are limited to the terms set forth in this document. Freshfiber warrants the Product against defects in materials and workmanship for a period one (1) year from the date of original purchase ("Warranty Period").

If a defect arises and a valid claim is received by Freshfiber within the Warranty Period, at its option, Freshfiber will exchange the Product with a functionally equivalent new product. If the Product is exchanged, the replacement product becomes your property and the Product becomes Freshfiber's property.

## **Exclusions and Limitations**

Freshfiber's limited warranty applies only to the Product. The warranty does not apply to any non-Freshfiber product, even if packaged or sold with the Product. The warranty excludes without limitation any scratching or surface damage to any non-Freshfiber product, even if packaged or sold with the Product. This warranty applies only to the normal use of the Product, normal wear and tear excepted, in accordance with written use instructions, if any, provided with the Product (either in writing or through a hyperlink to such instructions). This warranty does not apply to damage caused by accident, abuse, misuse (including taking a case on or off multiple times per day, or bouncing your iphone on its case without reason) , or modification of the Product.

## **No Other Warranties**

To the maximum extent permitted by law, this warranty and the remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied.

Freshfiber specifically disclaims any and all implied warranties, including, without limitation, warranties of merchantability and fitness for a particular purpose. If Freshfiber cannot lawfully disclaim or exclude implied warranties under applicable law, then to the extent possible any claims under such implied warranties shall expire on expiration of the warranty period. No Freshfiber reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

## **Limitation of damages**

To the maximum extent permitted by law, Freshfiber is not responsible for direct, or for special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including without limitation any costs of replacing personal property, or costs of recovering or reproducing any program or data stored in a device used with or carried in the Freshfiber product.

## **Warranty in addition to Consumer Protection**

For consumers who have the benefit of consumer protection laws or regulations in their country of purchase or their country of residence, that cannot be disclaimed as set forth above ("consumer laws"), the benefits conferred by this warranty are in addition to all rights and remedies conveyed by such consumer laws. To the extent that liability under such consumer laws may be limited, Freshfiber's liability is limited, at its sole option, to replacement of the product.