

## LIQUIPEL LIMITED WARRANTY

### Registration of Limited Warranty Rights

To protect and preserve Your limited warranty rights, You should register Your Electronic Equipment on the Liquipel™ website at [www.liquipel.com](http://www.liquipel.com). Online purchases of Liquipel™ coating will automatically be registered during the check-out process. Direct retail purchases of Liquipel™ coating must be completed by You on the Liquipel™ website.

**PLEASE READ THIS AGREEMENT CAREFULLY. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

#### KEY TERMS:

When in bold certain words and phrases are defined as follows:

**Agreement** means this document, which describes the terms, conditions, requirements, limitations and exclusions (losses We do not cover) with regard to Your Electronic Equipment.

**Accidental Damage** means, (a) after You have used all Reasonable Precautions, as defined herein, (b) the Electronic Equipment has been accidentally damaged by Liquid, (c) when it was coated with Liquipel at the time in which the damage occurred.

**Liquipel** means the Nano-coating that is applied to the Electronic Equipment through a proprietary process which provides a coating to Your Electronic Equipment that protects it in the event of Accidental Damage from Liquid.

**Cosmetic Damage** means damages or changes to the physical appearance of the Electronic Equipment which do not impede or hinder the normal operational function; such as scratches, abrasions, or changes in color, texture, or finish.

**Electronic Equipment** means the applicable mobile phone device, portable computer device or portable video/audio playback device that is to be protected from Accidental Damage under this Agreement when Liquipel has been applied.

**Liquid** means any fluid which does not consist of caustic or corrosive chemicals.

**Reasonable Precautions** means all measures that would be reasonable to expect a person to take in order to protect their Electronic Equipment from circumstances that would cause damage to the Electronic Equipment; including but not limited to immediately removing, drying and properly cleaning the Electronic Equipment after a Liquid exposure.

**Service Fee** means the amount that You must pay before We will service Your Electronic Equipment under the terms and conditions of this Agreement.

**Term of Coverage** shall mean the length of time coverage is provided under this Agreement as set forth in section B.

**You/Your** shall mean the individual that owns the Electronic Equipment to which Liquipel has been applied and which is covered under this Agreement.

**We/Us/Our** shall mean Liquipel Assurance, LLC.

#### A. COVERAGE DESCRIPTION

We agree, subject to the terms and conditions of this Agreement, that in the event of a covered Accidental Damage which results in the electrical or mechanical breakdown of Your Electronic Equipment that has been protected by Liquipel occurring during the Term of Coverage, We will, upon Our testing and confirmation of covered damage and upon receipt of Your payment of the Service Fee, repair or replace Your Electronic Equipment in Our sole discretion. A replacement device may not be the same brand, model or color as Your original Electronic Equipment, and any/all accessories that are not integral to the basic function of the instrument will not be provided with a replacement device. Technological advances may result in a replacement device with a lower MSRP than Your original Electronic Equipment, and no reimbursement will be provided in association with any such replacement product cost difference. Any device replaced under this Agreement becomes Our property in its entirety upon Your acceptance of a replacement device from Us. Coverage proclaimed herein is only applicable to the original Electronic Equipment upon which the Liquipel application has been applied, and cannot be transferred to any other device.

**Certain items, events, and losses are not covered by this Agreement.** Please refer to the exclusions and conditions listed in this Agreement as set forth in section E. The coverage provided herein is secondary to any other insurance, warranty or extended warranty coverage You may have on Your Electronic Equipment.

#### B. TERM OF COVERAGE

Coverage under this Agreement is only valid for the period of twelve (12) months from the date of purchase of the Liquipel application.

#### C. REQUIREMENTS AND LIMITATIONS ON CLAIMS

1. NO MORE THAN ONE ACCIDENTAL DAMAGE INCIDENT WILL BE COVERED UNDER THIS AGREEMENT.
2. We must receive payment in the amount of \$99.00 (USD) for the Service Fee (\$25.00 (USD) for portable video/audio playback device Electronic Equipment) before any claim will be processed under this Agreement.

3. This Agreement only covers repair or replacement that has been prior authorized by Us or Our representative. REPAIR OR REPLACEMENT MADE BY ANYONE NOT PRIOR AUTHORIZED BY US OR OUR REPRESENTATIVE IS NOT COVERED UNDER THIS AGREEMENT.
4. You must take every Reasonable Precaution to protect the covered Electronic Equipment from Accidental Damage.
5. An eligible claim will be remedied by repair or replacement of the Electronic Equipment, in Our sole discretion.
6. Upon Our request, You are obligated to provide Us or Our representative with information relating to the cause and nature of any claim. This information may include a sworn written statement on Our forms indicating (a) that the damage occurred as You have represented, (b) that the Electronic Equipment was operational at the time in which the Accidental Damage occurred, and (c) the Reasonable Precautions You took to minimize or limit damage to the Electronic Equipment.
7. We reserve the right to perform Our own laboratory testing on the Electronic Equipment to substantiate that Your claim is a result of Liquipel's failure to perform as designed under manufacturer laboratory testing procedures.
8. Misrepresentation or any attempt to defraud Us or Our representative; including collusion between You and any third parties, will result in a denial of coverage under this Agreement.
9. This Agreement is valid in the United States of America, its territories and Canada only.

#### **D. FILING AND PROCESSING OF CLAIMS**

To submit a claim under this Agreement, it is Your responsibility to:

- (a) Contact 1-855-478-4735;
- (b) Provide Us or Our authorized representative all required information to register Your Electronic Equipment (if You have not previously registered on Our website);
- (c) Provide Us or Our authorized representative details regarding Your claim for Accidental Damage; and
- (d) Follow the further instructions provided by Us or Our authorized representative for claim processing. Further instructions are based on the details and information You provide, and include but are not limited to providing payment of the Service Fee (as applicable to Your Electronic Equipment referenced in item 2. of section C.), and shipping Your damaged Electronic Equipment and proof of purchase documents to Us or Our authorized representative at the address provided to You during Your call.

NOTE: You are responsible for all shipping costs associated with claims submitted under this Agreement. Shipping costs are not covered under this Agreement.

#### **E. EXCLUSIONS**

This Agreement does not cover any loss, repairs, or damage caused by or resulting from:

1. Liquid damage to Your Electronic Equipment where (a) Liquipel was not applied on the Electronic Equipment at the time in which the damage occurred, or (b) the Electronic Equipment has visible signs of abuse or pre-existing damage not caused by Liquid which make them susceptible to Liquid damage;
2. Any damage of any kind to Your Electronic Equipment other than Accidental Damage as defined in this Agreement;
3. Repair or replacement arising as a result of negligent use, willful abuse, misuse, or intentional acts to damage Your Electronic Equipment; such as a broken screen, cracked or missing plastic parts, damaged ports and/or missing rubber or materials;
4. Repair or replacement of accessories or arising from the use of accessories;
5. Routine inspections, service, adjustments or cleaning, or any damage caused to the Electronic Equipment during these processes;
6. Damage in which the circumstances cannot be clearly identified that the damage to the Electronic Equipment was caused by the failure of Liquipel to perform as warranted;
7. Fraudulent claims purporting that the Electronic Equipment was protected with Liquipel when it was not;
8. Repair or replacement not prior authorized by Us or Our representative;
9. Any subsequent or consequential events resulting from Accidental Damage; including but not limited to: a broken screen, cracked or missing plastic parts, damaged ports and/or missing rubber or materials (NOTE: some states do not allow the exclusion of incidental or consequential damages, so this exclusion may not apply to You);
10. Repair or replacement of any applications, functionality, or stored data on Your Electronic Equipment; including but not limited to: data, tunes, songs, personalized ring tones, pictures, videos, graphics, calendars, contacts, downloaded apps, material, or software used in conjunction with Your Electronic Equipment;
11. Cosmetic Damage as defined in this Agreement;
12. Liquid damage when the Electronic Equipment is covered for such damage under other existing insurance or warranty at the time in which the damage occurred;
13. Any damage of any kind to Your Electronic Equipment caused by fluid that is not Liquid as defined herein; or
14. Any claim submitted in which (a) the subject Electronic Equipment, (b) the subject Liquipel application that failed to perform, and (c) Your proof of purchase documents have not been delivered to Us or Our representative.

#### **F. WAIVERS AND LIMITATIONS OF LIABILITIES:**

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT YOUR ELECTRONIC EQUIPMENT.