## Warranty

## **Targus Products Limited Warranty**

**WHO IS COVERED?** This limited warranty is non-transferable and covers only the original end purchaser. Coverage terminates when the original purchaser sells or otherwise transfers the product. An original or copy of a sales receipt from the original Targus authorized sales retailer is required for warranty service. This limited warranty does not cover products purchased from 3rd party sellers on online sales auction sites. Online sales auction confirmations are NOT accepted for warranty verification.

**WHAT IS COVERED?** Targus warrants that the following products (the "Product(s)") will be free from defects in workmanship and materials under normal use for the durations set forth immediately below ("Limited Warranty Period"):

- For Targus notebook cases, a limited lifetime warranty on the case for as long as the original end purchaser owns the product, with one (1) year from the date of original purchase on any electronic parts or components incorporated into such cases (e.g. headphone jack);
- For Targus docking stations and Targus CD/DVD carrying cases, three (3) years from the date of original purchase;
- For Targus power adapter products, one (1) year from the date of original purchase;
- For Targus tablet and e-Reader cases purchased before January 1, 2015, one (1) year from the date of original purchase.
- For Targus tablet and e-Reader cases purchased after January 1, 2015, a limited lifetime warranty on the case for as long as the original end purchaser owns the product, with one (1) year from the date of original purchase on any electronic parts incorporated into such cases.

## WHAT IS NOT COVERED?

- Normal wear and tear of Product use;
- Misuse (such as transportation of unusual or heavy items, exposure to extreme temperatures, acids, solvents, moisture), lack of care, mishandling, accident, abuse, or other abnormal use, or acts of God, such as floods and earthquakes;
- Transport damage (e.g. by airlines or third parties). In case of third-party transport damages, please contact the transporting organization at the arrival destination or upon delivery;
- Use of the Product other than for its intended purpose;
- Damage caused by improper or unauthorized repair or maintenance;
- Products that have been modified or altered;
- Any contents in the Product and products that not manufactured by Targus (including, without limitation, any non-Targus product that is used in connection with the Product).

**HOW TO MAKE A WARRANTY CLAIM:** To report a warranty defect, please contact <u>customer service</u> or write to the Targus office in the country from which you purchased the product. International customers should contact the Targus office closest to you. Please include your telephone number so that we may contact you.

When submitting a warranty claim, we will require proof that the claim is valid. In this regard, we will always require that (i) you provide us with an original or copy of your sales receipt as proof of purchase and (ii) you return your product to us for warranty coverage verification. You are responsible for shipping costs to Targus but there is no charge for the inspection or the return postage. Targus is not liable for Products that are damaged or lost in transit to Targus. We recommend that you ship your returned Products to Targus via a trackable shipment method. You are responsible for customs fees, including, but not limited to, taxes, duties and brokerage.

All products returned to Targus will be subject to review for authenticity. Products determined to be counterfeit will be confiscated and turned over to our legal department for action. Counterfeit cases will not be returned and consumers should seek restitution from their original place of purchase.

**SOLE AND EXCLUSIVE REMEDY:** If we find that the Product is defective in materials or workmanship and otherwise meets the terms of the applicable limited warranty, your sole and exclusive remedy for a breach of this limited warranty, and Targus's sole and entire liability is, at Targus's option, to repair or replace the defective Product using new or refurbished parts or Products. Repair or replacement (including parts and labor and shipping costs) shall be made at Targus's expense. Targus reserves the right to send you a replacement product that is the same or of a similar style or a substitute equivalent that may not be of like kind (depending on availability). Replacement products are warranted as above for the remainder of the original applicable Product Warranty Period. For purposes of this limited warranty, "refurbished" means a product or part that has been substantially returned to its original specifications.

WARRANTY DISCLAIMERS EXCEPT AS EXPRESSLY SET FORTH ABOVE IN THIS LIMITED WARRANTY, TARGUS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES TO THE EXTENT PERMITTED BY LAW AND SPECIFICALLY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SUCH DISCLAIMER OF ANY IMPLIED WARRANTY IS NOT PERMITTED BY LAW, THE DURATION OF ANY SUCH IMPLIED WARRANTIES IS LIMITED TO THE DURATIONS SET FORTH IN THIS LIMITED WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR

LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO SUCH LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

**LIMITATION OF LIABILITY** IN NO EVENT SHALL TARGUS OR ITS SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OF THE PRODUCT, INCLUDING, WITHOUT LIMITATION, PROPERTY DAMAGE, LOSS OF VALUE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, OR LOSS OF USE OF THE PRODUCT OR ANY THIRD PARTY PRODUCTS THAT ARE USED IN OR WITH THE PRODUCT, EVEN IF TARGUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TARGUS HAS NO LIABILITY FOR ANY DAMAGE OR DESTRUCTION TO CONSUMER ELECTRONICS DEVICES OR OTHER PERSONAL PROPERTY THAT ARE IN OR CONNECTED TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, LAPTOPS, TABLETS, SMARTPHONES, OR OTHER DEVICES, OR ANY LOSS OF DATA CONTAINED IN THE FOREGOING DEVICES. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED HEREIN AND ALL DIRECT OR GENERAL DAMAGES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE), THE ENTIRE LIABILITY OF TARGUS AND ANY OF ITS SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT. SOME STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**Please Note:** Features and specifications of all Targus products are subject to change without notification.

**Technical Support for Enterprise Docking Station Customers** Targus offers pre-sale support to enterprise IT customers to validate, in a test environment, the integration of Targus docking stations into enterprise systems. Targus also offers complimentary post-sale technical support for 90 days for basic support. Targus will also offer web-based driver, firmware and software updates for Targus docking stations during the life of the product, as determined by Targus. Such post-sale support does not include hardware installations or other on-site services, except when such service is deemed necessary by Targus's technical support staff.

## **Connected Equipment Warranty**

Targus warrants to the original purchaser of any Targus Surge Protector for a 2-year limited warranty, that the surge protector shall be free of defects in design, assembly,

material, or workmanship, and will repair or replace, at its option, any defective Targus Surge Protector free of charge.

Targus will repair or replace, at its option, any equipment which is damaged by a transient voltage surge/spike or lightning strike, (an"Occurrence"), while properly connected through a Targus Surge Protector to a properly wired AC power line with protective ground.

This Connected Equipment Warranty is a Limited Warranty, subject to the limitations and exclusions set forth herein. Targus will spend, to repair or replace the damaged connected equipment, at Targus's option, an amount equal to the fair market value of thedamaged equipment or the original purchase price of the equipment, whichever is less, up to the maximum amount set forth below:

Models: APS10AP-50, APS11AP-50 (Up to a maximum of HKD 20,000, MYR 10,000, SGD 4,000)

Targus reserves the right to review the damaged Targus Surge Protector, the damaged equipment, and the site where the damage occurred. Allcosts of shipping the Targus Surge Protector and the damaged equipment to Targus for inspection shall be borne solely by the purchaser. Targus reserves the right to negotiate the cost of repairs. If Targus determines, in its sole discretion, that it is impractical to ship the damaged equipment to Targus, Targus may designate, in its sole discretion, an equipment repair facility to inspect and estimate the cost to repair such equipment. The cost, ifany, of shipping the equipment to and from such repair facility and of such estimate shall be borne solely by the purchaser. Damaged equipment mustremain available for inspection until the claim is finalized. Whenever claims are settled, Targus reserves the right to be subrogated under any existing insurance policies the claimant may have.

All above warranties are null and void if the Targus Surge Protector in use during the occurrence is not provided to Targus for inspection upon Targus's request at the sole expense of the purchaser, Targus determines that the Targus Surge Protector has been improperly installed, altered in any way or tampered with, Targus determines that the damage did not result from the occurrence or that no occurrence in facttook place, the repair or replacement of the damaged equipment is covered under a manufacturer's warranty, or Targus determines that theconnected equipment was not used under normal operating conditions or in accordance with any labels or instructions. All Targus

Surge Protectors mustbe plugged directly into the power source and must not be "daisy-chained" together in serial fashion with other power strips, UPS, other surgeprotectors or extension cords. A three-to two-prong adapter may not be used. Any such installation voids the warranty. The Targus ConnectedEquipment Warranty only protects against damage to properly connected equipment where Targus has determined, in its sole discretion, that the damage resulted from an occurrence, and does not protect against acts of God (other than lightning) such as flood, earthquake, war, vandalism, theft, normal-use wear and tear, erosion, depletion, obsolescence, abuse, damage due to low voltage disturbances (i.e. brownouts or sags), non-authorized program, or system equipment modification or alteration.

\*Please note: This product is not for use with aquariums and all otherwater-related products. Use only indoors and in dry locations.

This is the sole warranty of Targus in respect to connected equipment, lost data or other damages; there are no other warranties, express or implied, except as required by law. Implied warranties required by law include the implied warranty of condition of quality, merchantability and fitness for a particular purpose, and such implied warranties, if any, are limited in duration to the term of this warranty.