LIMITED LIFETIME WARRANTY (AMERICAS)

This warranty is provided to you by Belkin International, Inc., or one of its affiliates ("Belkin")

IMPORTANT NOTICE REGARDING YOUR CONSUMER RIGHTS

The benefits we give in this manufacturer's warranty are <u>additional to</u> any rights and remedies that you may have under local consumer protection laws. Nothing in this warranty limits or affects your legal rights.

This manufacturer's warranty is governed by the laws of the country in which you purchased your Belkin product. In many countries, consumers have rights under local consumer laws. Those consumer rights may differ between countries, states and provinces, and often cannot be excluded. Your local consumer rights organization can advise you on your legal rights.

This manufacturer's warranty is not intended to: (a) change or exclude any rights under consumer law that cannot be lawfully changed or excluded; or (b) limit or exclude any right you have against the person who sold the Belkin product to you if that person has breached their sales contract with you.

WHAT DOES THIS WARRANTY COVER?

Belkin warrants that the product hardware and any software media (i.e. media on which the product software is provided) will be free from non-conformities under normal use during the Warranty Period described below. This warranty does not apply to products purchased from a source other than Belkin or a Belkin Authorized Reseller. Belkin does not give any warranty in relation to services, provided by Belkin or any third party, included in or with the product.

How long is the product warranted?

The Warranty Period begins on the date the product was purchased by the original end-user purchaser and lasts for the period set out in the table below: A claim under this warranty is only eligible if it is made within the Warranty Period.

Product Type	Warranty Period
New products	Limited lifetime warranty#
Refurbished products	1 year
Repaired products	The longer of the original Warranty Period or 30 days
Replacement products*	The longer of the original Warranty Period or 30 days
Software media (if provided with the product)	90 days

^{*}For the purposes of this warranty, the term "limited lifetime" in respect of:

- (i) Belkin screen protector films, means the expected lifetime of the product that your Belkin product is designed to protect; and
- (ii) all other Belkin products, means the expected lifetime of your Belkin product.

What isn't covered?

Belkin does not give any warranty (a) in relation to software or services, provided by Belkin or any third party, included in or with the product; (b) that the product, software or services will always operate uninterrupted or error free; (c) that the product, software or services, or any equipment, system or network on which the product, software or services are used are 100% secure and cannot be hacked; or (d) that a third party service the product needs will always be available.

Note: Although Belkin does not make these promises in this warranty, you may have additional rights under consumer laws.

Will this warranty always apply?

This warranty does not apply if: (a) the product has been tampered with or the assembly seal has been removed or damaged; (b) the product has been altered or modified by someone other than Belkin; (c) the warranty claim was made fraudulently or by misrepresentation; (d) the product was not installed, operated, repaired, or maintained in accordance with Belkin's instructions; (e) the product has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; (f) damage to the product is cosmetic, including scratches and dents, or defects caused by normal wear and tear or normal aging of the product; (g) the serial number on the product has been altered, defaced, or removed; or (h) the product was supplied or licensed for beta, evaluation, testing or demonstration purposes, and you didn't buy or license the product.

Note: Although this warranty doesn't apply in these situations, you may have additional rights under consumer laws.

How will Belkin make things right?

If you make an eligible claim under this warranty, Belkin will: (a) repair the product with new or refurbished parts, or pay the reasonable costs of repairing the product; (b) replace the product with a reasonably available equivalent new or refurbished Belkin product; or (c) refund you the purchase price of the product, minus any rebates and discounts.

[#] Any representation made by Belkin regarding the expected lifetime of third party products is not made on behalf of, and does not bind, any third party. This warranty extends only to our product, and not to any third party product that our product is designed to protect or any services or applications that operate on or through such third party product.

Any repaired or replacement products are warranted for the remainder of the original Warranty Period. All products and parts that are replaced become the property of Belkin. All products and parts that are replaced become the property of Belkin. We can only ship replacement or repaired products to locations in the country where the original product was purchased.

Note: The rights and remedies outlined above are the only rights and remedies available under this warranty. However, you may have additional rights under consumer laws.

General Exclusions and Limitations of Liability

IN THOSE JURISDICTIONS WHERE IT CAN LAWFULLY DO SO, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BELKIN, ITS RESELLERS AND ITS SUPPLIERS HEREBY DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES DIFFERENT FROM THIS WARRANTY, EXPRESS, STATUTORY OR IMPLIED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY BELKIN, A DEALER, AGENT OR AFFILIATE SHALL CREATE A WARRANTY DIFFERENT FROM THIS WARRANTY. TO THE EXTENT WARRANTIES CANNOT BE DISCLAIMED OR EXCLUDED, THEY ARE LIMITED TO THE DURATION OF THE RELEVANT EXPRESS WARRANTY PERIOD.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BELKIN, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCT, EVEN IF BELKIN OR SUCH OTHER ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF BELKIN, ITS AFFILIATES, ASSOCIATES, DEALERS, AGENTS OR SUPPLIERS TO YOU FOR ALL DAMAGES EXCEED THE PRICE YOU PAID FOR THE PRODUCT. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF ANY WARRANTY OR REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS SECTION SHALL (i) LIMIT THE LIABILITY OF BELKIN IN RELATION TO DEATH OR BODILY INJURIES, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND/OR BREACH OF OBLIGATIONS DERIVING FROM PUBLIC ORDER RULES, AND/OR (ii) EXCLUDE OR LIMIT THE LEGAL RIGHTS OF THE CONSUMER VIS-À-VIS BELKIN OR ANOTHER PARTY IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE, OR INADEQUATE PERFORMANCE BY BELKIN OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

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.

THE WARRANTIES AND REMEDIES SET OUT IN THIS WARRANTY ARE EXCLUSIVE, AND, TO THE EXTENT PERMITTED BY LAW, IN LIEU OF ALL OTHERS ORAL OR WRITTEN, EXPRESS OR IMPLIED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATIONS MAY NOT APPLY TO YOU.