

# Warranty Policy

## 1. HARD SHELL CASES (INJECTION MOLDED CASES)

### SOFTLITE LIMITED LIFETIME PERFORMANCE GUARANTEE

Softlite Inc. ("Softlite") guarantees its injection molded products for a lifetime against breakage or defects in workmanship. Softlite™ injection molded cases are guaranteed to be watertight to a depth of 3.3 feet (1 meter) for 30 minutes (IP 67) if properly closed with undamaged o-ring in place unless otherwise stated. To the extent permitted by law, Softlite's liability is limited to the case and not its contents or foam.

Softlite will either repair or replace any broken or defective part or case, at our sole option. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOFTLITE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. To the extent permitted by law, in no event shall Softlite's liability to the purchaser for damages hereunder exceed the purchase price of the case in respect of which damages are claimed.

To make a warranty claim, the purchaser must contact Softlite Inc. by mail at 2455 28<sup>th</sup> St. S.E., Calgary, Alberta T2B 3T3 or by email at customerservice@softlite.ca, or by calling 403-567-0676. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Softlite Customer Service prior to returning any case, and is responsible for paying for all warranty freight costs. If Softlite determines that any returned case is not defective, within the terms of this warranty, the purchaser shall pay Softlite all costs of handling, return freight and repairs at Softlite's prevailing rates.

All warranty claims of any nature are barred if the case has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from province to province, state to state and country to country.

**Lifetime Guarantee does not cover Softlite Cube Cases, Flat Cases, or any other product which includes fabric. Refer to 2 below for full details.**

## 2. CUBE CASES AND FLAT CASES (MANUFACTURED FABRIC CASES)

### SOFTLITE LIMITED GUARANTEE

**Softlite Inc. ("Softlite") guarantees that its fabric cases will be free of defects in workmanship and materials according to the following:**

Softlite guarantees to the original purchaser that the fabric case will be free of defects in materials and workmanship for a period of one year from the date of purchase.

To the extent permitted by law, Softlite's liability is limited to the fabric case and not its contents or foam if applicable.

Softlite will either repair or replace any defective part, or case, at our sole option. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES HEREBY PROVIDED SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF THE PURCHASER. Any repaired or replacement part or fabric portion of the case is covered only for the unexpired portion of the warranty on the original product purchased.

TO THE EXTENT PERMITTED BY LAW: (A) THIS WARRANTY IS IN LIEU OF ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; AND (B) ALL OTHER IMPLIED WARRANTIES AND ANY LIABILITY NOT BASED UPON CONTRACT ARE HEREBY DISCLAIMED AND EXCLUDED.

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL SOFTLITE BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES, REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. To the extent permitted by law, in no event shall Softlite's liability to the purchaser for damages hereunder exceed the purchase price of the backpack in respect of which damages are claimed.

To make a warranty claim, the purchaser must contact Softlite Inc. by mail at 2455 28<sup>th</sup> St. S.E., Calgary, Alberta T2B 3T3 or by email at customerservice@softlite.ca, or by calling 403-567-0676. Any warranty claims shall be made by the purchaser as soon as practicable. The purchaser must obtain a return authorization number from Softlite Customer Service prior to returning any case, and is responsible for paying for all warranty freight costs. If Softlite determines that any returned case is not defective, within the terms of this warranty, the purchaser shall pay Softlite all costs of handling, return freight and repairs at Softlite's prevailing rates.

All warranty claims of any nature are barred if the fabric case has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, negligence or accident.

Some states and countries do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from province to province, state to state and country to country.