



Warranty Information

## Manufacturer's Limited Warranty (U.K. Only)

**IMPORTANT NOTICE:** BY USING YOUR PRODUCT ("**PRODUCT**") YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THE I.AM.PLUS LIMITED WARRANTY ("**WARRANTY**") AS SET OUT BELOW. IF YOU DO NOT AGREE TO THE TERMS OF THE WARRANTY, DO NOT USE THE PRODUCT AND RETURN IT WITHIN THE RETURN PERIOD STATED IN I.AM.PLUS' RETURN POLICY (FOUND AT [www.iamplus.com/legal/warranty](http://www.iamplus.com/legal/warranty)).

### UK Consumer Law

This Warranty is distinct from any statutory rights under UK consumer law which you may be able to enforce against the authorised retailer, from which you purchased your Product. It is intended to grant you specific, and as the case may be, additional rights, within the limits of what is permissible under such law, and is not intended to replace or supersede these statutory rights. Before exercising your rights under this Warranty, you should familiarise yourself with your statutory rights, as it may be preferable to exercise these instead of making a claim under this Warranty.

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## Who is Covered by the Warranty?

Only an end-user who purchases the Product from an authorised retailer of i.am.plus in the United Kingdom ("**End User**") is eligible for the Warranty.

### Limited Warranty:

Subject to the terms and conditions hereof, i.am.plus warrants for a period of two (2) years from the date of original retail purchase by the End User ("**Warranty Period**") that the Product will function without defects in design, materials and workmanship under normal consumer usage, in accordance with the instruction manual ("**Normal Consumer Use**"). Any nonconformity will be reported to i.am.plus in a form and with supporting information reasonably requested by i.am.plus to enable it to verify, diagnose and correct the nonconformity.

### Warranty Conditions:

This warranty is valid only if: (i) the original receipt issued to the original End-User by an i.am.plus' authorised retailer, specifying the date of purchase and serial number, is presented to i.am.plus or one of i.am.plus' authorised service provider with the Product to be repaired or replaced; and (ii) none of the seals or serial numbers on the face of the Product are tampered with, removed or defaced.

## What Will i.am.plus Do?

If after due examination i.am.plus concludes that the Product has failed to operate under Normal Consumer Use due to defects in design, materials or workmanship during the Warranty Period, i.am.plus or its authorised service providers will, within a reasonable time and at i.am.plus' option, either repair or replace the Product in accordance with the conditions stipulated herein. **UNLESS OTHERWISE PROVIDED UNDER UK CONSUMER LAW, i.am.plus' RESPONSIBILITY to repair or replace Your PRODUCT is Your exclusive remedy.**

If i.am.plus or its authorised service providers repair or replace the Product (such repaired or replaced Product, the **"Replacement"**), the Replacement shall be warranted for the remaining time of the original warranty period or for ninety (90) days from the date of repair or replacement, whichever is longer. Repair or replacement may involve the use of functionally equivalent used, previously installed, or reconditioned units. The parts or components that were replaced will become the property of i.am.plus.

Before submitting your Product for service pursuant to this Warranty, you should maintain a separate backup copy of the contents of its internal memory, remove all personal

information that you want to protect and delete all security passwords. i.am.plus is not responsible for any personal information left on the Product. During warranty service the contents of the internal memory may be reformatted and deleted. i.am.plus and its authorised service providers are not responsible for any loss of software programs, data, or other information contained on the internal memory or any other part of the Product serviced. Following warranty service your original Product or a replacement Product will be returned to you as your Product was configured when originally purchased, subject to applicable updates. i.am.plus may install system software updates as part of warranty service that will prevent the Product from reverting to an earlier version of the system software. Third party applications installed on the Product may not be compatible or work with the Product as a result of the system software update. You will be responsible for re-installing all other software programs, data and information. Recovery and reinstallation of other software programs, data and information are not covered under this warranty. For the avoidance of doubt, i.am.plus shall not be responsible for End User's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to i.am.plus for repair or replacement, whether under warranty or not.

## **Warranty Exclusions:**

The warranty set forth above shall not apply to:

(a) consumable parts, such as batteries that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) cosmetic damage, including but not limited to scratches, dents and broken plastic on ports; (c) defects caused by normal wear and tear or otherwise due to the normal aging of the device; (d) damage caused by accident, negligence, abuse, misuse, fire, earthquakes, acts of God, damage resulting from liquid outside of the approved levels or other external cause; (e) damage as a result of acts or circumstances beyond i.am.plus' reasonable control (f) damage caused by operating the device outside i.am.plus published guidelines; (g) damage caused by service performed by anyone who is not a representative of i.am.plus or an i.am.plus authorised service provider; (h) Products whose seals are tampered; (i) Products whose serial numbers have been removed or defaced from such Product; (j) modifications, alterations or repairs to the Product made by a party other than i.am.plus or a party authorised by i.am.plus; (k) any failure by End User or a third party to comply with environmental and storage requirements for the Product specified by i.am.plus, including, without limitation, temperature or humidity ranges; or (l) use of the Product in

combination with any third-party devices or products that have not been provided or recommended by i.am.plus.

## **Limitation of Liability**

UNLESS OTHERWISE PROVIDED UNDER ANY LOCAL LAW APPLICABLE TO YOU, I.AM.PLUS IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; ANY LOSS OF DATA, PRIVACY, CONFIDENTIALITY, OR PROFITS; OR ANY INABILITY TO USE YOUR PRODUCT. THESE EXCLUSIONS APPLY EVEN IF I.AM.PLUS HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, I.AM.PLUS' LIABILITY TO YOU SHALL BE LIMITED TO THE PURCHASE VALUE OF YOUR PRODUCT.

I.AM.PLUS DOES NOT MAKE ANY PROMISES CONDITIONS OR WARRANTIES TO AN END USER (EITHER EXPRESS OR IMPLIED) ABOUT THE PRODUCT OTHER THAN SET OUT IN THIS WARRANTY.