

## Limited Warranty Terms and Conditions

### **[BRAND] Liquid Glass Screen Protector Limited Warranty (the "Limited Warranty") Terms and Conditions**

CCM GmbH. (the "Manufacturer") guarantees its [BRAND] Liquid Glass Screen Protector] (the "Product") against defects in materials and workmanship for a period of one year from the date of Product registration ("Limited Warranty"). This Limited Warranty is administered for you by the manufacturer's designated administrator, Asfalis Warranty Solutions (the "Administrator"). Under this Limited Warranty, if your eligible and registered device ("Device") experiences screen breakage while the Product is properly applied to your Device screen, then you will receive a monetary contribution towards the replacement of your Device screen, subject to the terms and conditions set forth herein. **NOTE: YOU MUST RETAIN YOUR VALID DATED PROOF OF PURCHASE FOR THE PRODUCT.**

#### **Limited Warranty Overview**

If you purchase a qualifying Product from an authorized retailer (or another participating distributor as designated by Manufacturer) and retain your valid dated proof of purchase, then, if you properly apply the Product to your Eligible Device (as defined below) in accordance with the Instructions (as described in the Eligibility Requirements Section below), then, if you register the Product (as set forth in the Registration Process Section below), then, if the screen on your Eligible Device cracks, causing the Eligible Device to not operate as intended (excluding intentional acts, superficial damage (e.g. scratches), and excessive damage (e.g. device run over by a vehicle)) within **one (1) year** following the date you validly register the Product, the Administrator will pay you up to the indicated maximum coverage amount, towards the repair or replacement of the Eligible Device's screen only. The Limited Warranty is limited to a one-time use within the one (1) year period from date of Product purchase and TO THE EXTENT PERMITTED BY LAW, THIS SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY.

**You must register the Product and Eligible Device as described below and satisfy all other requirements set forth herein to be eligible to file a claim under this Limited Warranty.**

#### **Limited Warranty Exclusions**

This Limited Warranty does not cover screen breakage resulting from catastrophic damage that renders the Eligible Device inoperable, including but not limited to liquid damage and destruction of the Eligible Device. This Limited Warranty does not cover screen damage that may have resulted from normal wear and tear or misuse/abuse of the Eligible Device. This Limited Warranty does not cover scratches on your Eligible Device screen. This Limited Warranty does not cover damage to your Eligible Device screen if the Product has not been properly installed on your Eligible Device in accordance with the Instructions. Your Eligible Device must have the Product installed and in place at the time the Eligible Device screen was damaged and when the Eligible Device arrives at the repair centre for inspection and/or repair.

## Classes of Eligible Devices for the Limited Warranty

The Limited Warranty is only offered when the Product is properly applied to an undamaged and fully functioning glass screen of a smartphone or tablet screen (each an “Eligible Device”). **Smartwatches and portable gaming devices are not eligible for coverage under this Limited Warranty.** NOTE: THE PRODUCT ONLY PROTECTS GLASS SCREENS AND SHOULD NOT BE APPLIED TO DEVICES WITH NON-GLASS SCREENS, WHICH ARE NOT ELIGIBLE DEVICES UNDER THIS LIMITED WARRANTY.

## Eligibility Requirements

This Limited Warranty is void unless you satisfy all of the criteria listed below:

1. You must have purchased the Product from an authorized retailer, or another distributor designated by Manufacturer.
2. You must properly apply the Product to the screen of an Eligible Device in accordance with the instructions provided with the Product (the “Instructions”).
3. You must have validly registered the Product and Eligible Device, in accordance with the Registration Process described below, within **30 DAYS** following your purchase of the Product (“Registration Period”).
4. You must submit your claim (as described below) within **1 YEAR** following the date of valid Registration, by filing a claim online at <https://claims.asfalismwarranty.com>.
5. You are responsible to ensure that you have used the Product properly and within its specified limits by familiarizing yourself with the Instructions.

## Registration Process:

As part of the Eligibility Requirements, you must satisfy all of the registration requirements set forth herein. Failure to satisfy all of these requirements will void the Limited Warranty. **Within thirty (30) days of purchase, you must register the Product and Eligible Device as follows:**

1. **Using the App.** Follow the in-package Instructions to download the Asfalism Warranty Solutions Registration App (the “App”) on your Eligible Device and complete the following steps:
  - a) Successfully pass all Eligible Device functionality tests presented within the App;
  - b) Provide your contact information, including, but not limited to, name, address, email, phone number;
  - c) Authorize the App to collect information from your Eligible Device, including, but not limited to, your Eligible Device IMEI, Serial Number, manufacturer and model; AND
  - d) Enter the Product purchase date and upload a photo of your receipt, which must clearly show the date of purchase, the place of purchase and the Product line item.

2. **Alternative Registration.** If you are unable to access and utilize the App to register the Product and Eligible Device, you may contact the Administrator at <https://helpdesk.asfalismwarranty.com> who will provide you with alternative registration method. **Note: If you do not use the App to register the Product and Eligible Device, where permitted by law, claims made under this Limited Warranty will be subject to a thirty (30) day waiting period.**
3. **Confirmation of Registration.** Upon successfully completing all of the steps above, then you will receive a confirmation email, at your designated email address, indicating that the Product registration has been completed. If you do not receive a confirmation email, it is your responsibility to contact the Administrator, via the contact information listed on the Registration webpage, to resolve this situation. **Note: Product will not be considered validly registered unless you have received the confirmation email.**

### **Limited Warranty Claim Submission Process:**

If you apply the Product as intended to your Eligible Device in accordance with its Instructions, and accidental physical damage occurs to your Eligible Device due to a defect in the Product's material or workmanship within one (1) year following your valid Registration of the Product, then you may submit a one-time Limited Warranty claim as follows:

1. File a Claim for the damaged Eligible Device by accessing the claims portal at <https://claims.asfalismwarranty.com> and providing all requested information.
2. Your Claim will be verified by the Administrator as follows:
  - a. In order for your Claim to be finally accepted and validated, the Administrator will verify the following information:
    - i. Name of person submitting Claim matches the name associated with the registered Product (as submitted during the Registration Process).
    - ii. All required information was submitted during the Registration Process, including images of your valid purchase receipt.
    - iii. The Product was properly registered within **30 days** of date listed on original dated proof of purchase image (as provided during the Registration Process).
    - iv. The Product is authentic (serial numbers not found in counterfeit list).
    - v. Your device is an Eligible Device and the damage to your Eligible Device is of the type covered by the Product Limited Warranty.
    - vi. The damage to the Eligible Device's screen is covered under the Limited Warranty and the claim is otherwise valid under the requirements of this Limited Warranty. You may be required to provide the Administrator with photographic evidence of the damage.
    - vii. You have submitted proof of service on the Eligible Device from a qualifying bona fide repair provider, including a description of the damage

to the device and the IMEI of the device that was repaired (which must match the Eligible Device IMEI, as submitted during the Registration Process). Manufacturer reserves the right to contact any repair provider to verify the information provided by you.

3. If your Claim passes the verification process, then the Administrator will provide final approval for the Claim and will notify you via email.
4. If your Claim does not pass the verification process, then you will be notified via email that your Claim has been denied, and the email will include the reason for the denial (e.g. incomplete information, mismatched information, Product cannot be verified as authentic, etc.).
5. If you do not receive an email notification, it is your responsibility to contact the Administrator, via the contact information listed on the Registration webpage, to resolve this situation.
6. Once the Claim has been completed (either finally approved or denied) your one-time use of the Limited Warranty is deemed completed and the Limited Warranty is no longer available to you for the Product and the Eligible Device to which it was applied.

#### **ADDITIONAL TERMS AND CONDITIONS**

1. This Limited Warranty applies only to the original purchaser of the Product and is not transferable.
2. The Limited Warranty is only available to the specific Eligible Device that you registered during the Registration Process and is non-transferable to other devices. By submitting a Claim under the Limited Warranty, you are representing to Manufacturer that the Product was used in accordance with its Instructions. Any misrepresentation by you may constitute fraud, and, in addition to voiding the Limited Warranty, may subject you to legal action by Manufacturer.
3. Manufacturer reserves the right to modify the processes, procedures, parameters, or other terms of the Limited Warranty, or terminate the Limited Warranty entirely, at any time, without prior notice to you. If Manufacturer terminates the Limited Warranty, it may, at its sole option: (i) continue to honor valid Registrations that are made within the applicable Registration Period prior to the effective date of termination of the Limited Warranty; or (ii) provide you with reasonable compensation (as determined by Manufacturer in its sole discretion). The current status of the Limited Warranty and applicable terms are available upon request by contacting <https://helpdesk.asfalismwarranty.com>.
4. All warranty claims of any nature are barred if the Product has been altered, damaged or in any way physically changed, or subjected to abuse, misuse, or negligence.
5. **WARRANTY DISCLAIMERS.** TO THE EXTENT PERMITTED BY LAW: (A) THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER 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. 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. IF APPLICABLE LAW SPECIFIES A MINIMUM WARRANTY PERIOD, THEN THE WARRANTY PERIOD FOR PRODUCTS SUBJECT TO SUCH APPLICABLE LAW SHALL BE CONFORMED TO THE MINIMUM PERIOD SO REQUIRED.

6. **LIMITATION OF LIABILITY.** IN NO EVENT, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, SHALL MANUFACTURER, THE ADMINISTRATOR, DISTRIBUTORS OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, DATA LOSS, LOSS OF BUSINESS, LOSS OF INCOME, BUSINESS INTERRUPTION, DAMAGE TO REPUTATION, INCONVENIENCE, ETC.), REGARDLESS OF WHETHER A CLAIM FOR SUCH DAMAGES IS BASED ON WARRANTY, CONTRACT, NEGLIGENCE OR OTHERWISE. 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 AGGREGATE LIABILITY OF THE MANUFACTURER AND ANY OF ITS ADMINISTRATOR, DISTRIBUTORS AND/OR SUPPLIERS SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY YOU FOR THE PRODUCT THAT IS SUBJECT TO THE LIMITED WARRANTY. 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. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.
7. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

[In New Zealand:

**Summary of Consumer Guarantees Act 1993 (CGA) Rights:**

If you are a consumer under the CGA, you have certain rights in respect of goods that a business sells you. In summary, goods must: (1) be durable for as long as most people would expect that kind of good to last; (2) be fit for their purpose – do all the normal things that people would expect this kind of good to do; (3) be free of minor and major faults; and (4) do what you, the consumer, are told they do, including anything written on the box or in advertising material. If a good fails to meet one of the guarantees set out in the CGA, you have the following rights: (1) if the failure is serious you can choose between a refund, a replacement with goods of the same type and similar value, a repair or keeping the goods and the business that sold you the goods will pay you an

amount of money to cover the loss in their value; (2) if the failure is not serious, the business that sold you the goods can choose to refund, repair or replace with goods of identical type and if they choose to repair or replace, it must be done within a reasonable time or you can ask for a refund; (3) if you incur extra costs from the failure, the business that sold you the goods must pay you a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the goods including any costs in returning the goods; (4) there is no limit on the number of claims you can make; (5) if the business that sold you the goods has repaired or replaced them, you have the same rights with that item as you had with the original goods; and (6) if the business that sold you the goods disagrees about the fault, what caused the fault or what remedy you are entitled to, you can take them to the Disputes Tribunal. There is a cost which you pay to the Tribunal for taking such a claim.

### **Comparison of CGA Rights to Your Rights Under This Limited Warranty:**

While your rights under the CGA commence at the time you purchase the Product, the rights under this Limited Warranty do not commence until you validly register the Product. Your CGA rights may continue after the expiry of this Limited Warranty.

Under the CGA, you may make a claim that the Product fails to meet the requirements of acceptable quality against either the retailer or the manufacturer. Under this Limited Warranty, your claim for will be against the manufacturer only.

Under this Limited Warranty, Manufacturer is only liable to you for a single claim, up to the maximum indicated coverage. There are no limits on the number or value of claims that can be made under the CGA.]

[In Australia: The benefits provided to you under this Limited Warranty are in addition to your rights and remedies as a consumer under the Competition and Consumer Act 2010 (“the Act”). Nothing in this Limited Warranty limits the rights or obligations of a party under provisions of the Act in relation to the supply to consumers of goods which cannot be limited, modified or excluded. If applicable, our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. If you are not a consumer under the Act, then your rights may be limited. To make a Limited Warranty claim, the purchaser must follow the Limited Warranty Claim Submission Process outlined above. Any Limited Warranty claims shall be made by the purchaser as soon as practicable.]