

xCase for Surface

Warranty & Liability



Warranty

MobileDemand warrants the xCase for Surface product (the “Product”) to be free of all defects in material and workmanship for 1 year from original date of purchase from MobileDemand (the “Warranty”). This Warranty extends only to the original buyer; not to any successive buyers.

During this Warranty period, MobileDemand will repair or replace, free of charge, using like quality parts at its discretion, any Product part proving to be defective in material or workmanship. This Warranty does not cover normal wear and tear or defects caused by abuse, mishandling beyond its intended purpose, negligence by the Customer, or by any acts of nature.

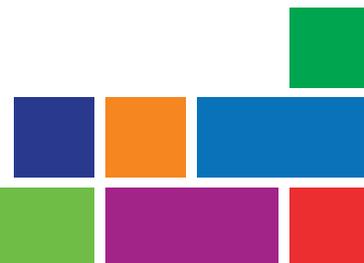
All expenses related to replacing or repairing a defective part under this Warranty shall be assumed by MobileDemand, except that the original buyer shall be solely liable for all related shipping costs (both ways) and shall accept all risk of loss, damage or misplacement of any Product in shipment.

All Warranty service must be performed by an authorized MobileDemand technician. Any service performed on the Product by a non-authorized MobileDemand technician will void this Warranty in its entirety.

If the Product under this Warranty needs replacing or repairing, a service RMA is required. Please visit the MobileDemand website to submit the RMA.



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Limited Liability

As to any claim of whatever nature asserted against MobileDemand that relates to the product(s) you purchased from MobileDemand, your exclusive and sole remedy is expressly limited to the following:

In no event shall MobileDemand, its officers, directors, shareholders or employees (collectively, "MobileDemand"), its partners or its suppliers shall be liable to you or any third party for any indirect, incidental, consequential, punitive, special or consequential 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, or any loss of business, loss of profits or goodwill. MobileDemand has no liability for any damage or destruction to consumer electronics devices or other personal property that are in the products, including, without limitation, tablets, stylus, keyboards, laptops, cell phones, or handheld devices, or any loss of data, software or apps contained in the devices. Notwithstanding any damages that might incur for any reason whatsoever (including, without limitation, all damages referenced herein and all direct or general damages in contract, infringement, strict liability, tort (including negligence) or otherwise), the maximum limit of liability of MobileDemand, its partners and any of its suppliers shall be the amount actually paid by you for the specific product in dispute. 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.

No action, regardless of form, arising under this agreement, may be brought more than one year after the alleged cause of action has arisen.



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