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What is covered by this Limited Warranty?

Subject to the terms and conditions of this Limited Warranty, Kobo warrants that the hardware components comprising your eReader will be free from defects in materials and workmanship under normal consumer use for a period of one (1) year from the date of original retail purchase (the “Warranty Period”). During this Warranty Period, if a defect arises that is covered by this Limited Warranty, Kobo will, subject to the terms and conditions of this Limited Warranty, at its option, either: (i) replace your eReader with a new or refurbished model of equal or greater value; or (ii) repair your eReader using new or refurbished parts. For the purposes of this Limited Warranty, “refurbished” means a product or part that has been returned to its original specifications. **The foregoing is your sole and exclusive remedy for any breach of this Limited Warranty or for any other claims otherwise relating to this Limited Warranty.**

What is not covered by this Limited Warranty?

This Limited Warranty does not cover: (a) damage or malfunctions caused by accident, misuse, neglect, abuse, acts of God or other external causes; third-party products including, without limitation, software, downloaded data or materials, consumable parts, accessories or peripherals; Internet or telecommunications failures; commercial use; or unauthorized opening, use, service, tampering, alteration, repair or modification; (b) cosmetic damage or normal wear and tear; (c) any software, whether or not contained in or distributed with your eReader; (d) any downloaded data or materials; (e) consumable parts, such as batteries; (f) accessories or peripherals; or (g) damage caused by inadequate packing or shipping procedures in returning your eReader to Kobo for service. This Limited Warranty does not apply to eReaders sold as used, refurbished or reconditioned.

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KOBO DOES NOT WARRANT THAT THE OPERATION OF YOUR EREADER WILL BE UNINTERRUPTED OR ERROR-FREE.

How to make a Warranty Claim or arrange for Warranty Service?

Please access and review the online help resources available at www.koboereader.com before requesting warranty service.

To make a warranty claim or arrange for warranty service for your eReader, you must contact Kobo at one of the following number during the Warranty Period:

1-866-204-4714

When you contact Kobo at one of the numbers above, Kobo will provide a Return Merchandise Authorization (“RMA”) number and specific instructions to you as to how and where to return your

eReader. You may be required to provide your contact details, place of purchase, date of purchase and the model and serial number of the eReader to be returned. Your eReader must be shipped, prepaid and insured by you, in its original or equally protective packaging, together with proof of purchase (i.e., a dated purchase or gift receipt) and the RMA number provided by Kobo, to the address specified by Kobo. You may also be required to provide a credit card number in order to obtain an advance replacement eReader before Kobo receives your eReader at its returns centre. You must return your eReader within the timeframe specified by Kobo; if you do not, Kobo reserves the right to charge your credit card for the retail purchase price of any advance replacement eReader sent to you and applicable shipping costs. If no credit card number is provided, you will be required to send your eReader to Kobo before a replacement is sent out.

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When Kobo receives your eReader, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, Kobo determines that your eReader is covered by this Limited Warranty and an advance replacement eReader has not already been provided to you, Kobo will, within a reasonable period of time, at its option, do one of the following: (i) replace your eReader with a new or refurbished model of equal or greater value; or (ii) repair your eReader using new or refurbished parts. If your eReader is covered by this Limited Warranty, Kobo will send the replacement or repaired eReader to you within Canada, at Kobo's cost and by Kobo's choice of carrier. Any international shipping charges, duties or other associated costs will be at your expense.

If, upon examination, Kobo determines that your eReader is not covered by this Limited Warranty, Kobo will: (i) return your eReader to you, at your expense, or (ii) if an advance replacement eReader has been provided to you, charge your credit card for the retail purchase price of such replacement, plus applicable shipping costs.

Any returned eReader or eReader parts for which a replacement is given shall become the property of Kobo.

What will be the Warranty Period if your eReader is replaced or repaired?

If your eReader is replaced or repaired during the Warranty Period, it will be covered by this Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of shipment of the replacement or repaired eReader, whichever is longer.

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Applicable Law

The laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to principles of conflict of laws) will apply to this Limited Warranty and any dispute that might arise between you and Kobo in respect of this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

By use of your eReader you accept and agree to the terms and conditions of this Limited Warranty. You further agree that this Limited Warranty shall be in English only. Par l'utilisation de votre eReader vous acceptez les termes and conditions de cette Garantie Limitée. Vous acceptez également que cette Garantie Limitée sera en anglais seulement.

This Limited Warranty has been last updated 2010-04-28.

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