

PRODUCT WARRANTY STATEMENT

Limited Lifetime Warranty

Really Cool/Really Cool +, Really Cool Touch, Slim Cool/Slim Cool + Keyboards and Mighty Mouse 5/Petite Mouse

One Year Warranty

Really Hot, U Cool, U Hot, Simply Cool, Hot Tooth, CoolMir Keyboards, Wireless and Cool Mouse

Man & Machine, Inc. (“Manufacturer”) warrants to the original purchaser (the “Customer”) that the products it manufactures (“Product”) shall be free from defects in material and workmanship at time of shipment. Manufacturer’s obligations under this Warranty shall be limited to repairing or replacing with the same or comparable item, at its option, free of charge, any product returned to Manufacturer freight prepaid. Manufacturer shall have no obligation under this Warranty or otherwise if (1) the Product has been damaged by abuse, negligence, accident, mishandling, lightning or flood, or other Acts of God, (2) the Product has been affected by normal wear and tear, (3) the Product has not been operated in accordance with its operating instructions, (4) the Product has been altered or repaired by anyone outside Manufacturer (5) adaptations or accessories have been made or attached to the Product which, in Manufacturer’s sole determination, have adversely affected its performance, safety or reliability.

If a Product should malfunction or fail during the warranty period stated above, contact the original place of purchase for return options. If purchased directly from Man & Machine, Inc., please submit a Return Material Authorization (RMA). This form can be located on our website at <http://www.man-machine.com/replacement.php>. Please reference your original order number, original order information and complete description of the problem on the form. Returned Products must include the RMA number clearly marked on outside of the package. Manufacturer will not be responsible for any unnecessary items included with any returned Product.

THIS WARRANTY IS THE EXCLUSIVE WARRANTY FOR ANY PRODUCT. MANUFACTURER SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. MANUFACTURER SHALL NOT BE LIABLE IN TORT, INCLUDING NEGLIGENCE OR STRICT LIABILITY, AND SHALL HAVE NO LIABILITY AT ALL FOR INJURY TO PERSONS OR PROPERTY. MANUFACTURER’S LIABILITY FOR FAILURE TO FULFILL ITS OBLIGATION UNDER THIS LIMITED WARRANTY OR ANY OTHER LIABILITY IN CONNECTION WITH A PRODUCT SHALL BE LIMITED TO THE AMOUNT OF THE PURCHASE PRICE RECEIVED BY MANUFACTURER FOR THE PRODUCT. THE REMEDIES STATED IN THIS LIMITED WARRANTY ARE THE CUSTOMER’S EXCLUSIVE REMEDIES AGAINST MANUFACTURER REGARDING ANY PRODUCT. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS AND REVENUES, INCONVENIENCE OR INTERRUPTIONS IN OPERATIONS, OR ANY OTHER COMMERCIAL OR ECONOMIC LOSSES OF ANY KIND. THESE LIMITATIONS AND DISCLAIMERS ARE NOT MADE BY MANUFACTURER WHERE PROHIBITED BY LAW. SOME STATES PROHIBIT LIMITATIONS OF WARRANTIES AND THE CUSTOMER MAY HAVE ADDITIONAL RIGHTS IN THOSE STATES.

All items returned for warranty repair/replacement must be sent freight prepaid and insured to either the original place of purchase or to the Manufacturer:

Man & Machine, Inc.
3706 West Street
Landover, MD 20785

All warranty repairs or replacements will be returned freight prepaid by ground service to any destination within the Continental United States of America. Charges for repairs/replacements shipped back outside this region are the responsibility of the end user.