

Last Revised: September 29, 2020.

Previous version available [here](#).

LIMITED WARRANTY AGREEMENT

Back Market, Inc. requires all persons and entities that sell products on the Back Market website (“**the Site**”) to offer individuals who buy any goods, which sellers (the “**Seller**”) have listed on the Site for sale (each, a “**Product**”) the following limited warranty (this “**Limited Warranty**”). This Limited Warranty is not provided by Back Market, but is provided by the Seller. The capitalized terms in this Limited Warranty have the meaning assigned to them below, as well as the meaning assigned to them in the Buyer Terms of Use, accessible on the Site.

1. *What is covered by this Limited Warranty?*

The Seller warrants only to the original purchaser of the Product on Back Market (“**you**” or the “**Buyer**”) that the Product shall be free from defects in materials and workmanship under normal use for the Warranty Period defined below, as documented by a valid proof of purchase — e.g. receipt or invoice. This Limited Warranty excludes consequential damages, limits the duration of implied warranties, and provides for liquidated damages.

2. *What is not covered?*

- 2.1 This Limited Warranty does not cover Products purchased outside of the 48 contiguous United States. This Limited Warranty does not apply to, and the term “Product” shall not include, (a) any consumable Parts of the Product (e.g. batteries), or (b) Software, even if packaged or sold with the Product or embedded in the Product (e.g. firmware and/or system software) (“**Seller Software**”). Please refer to the applicable licensing agreement, if any, that covers such Seller Software for details of your rights with respect to its use.
- 2.2 This Limited Warranty does not apply to any:
- (a) damage to the Product caused by use with non-Seller products;
 - (b) damage to the Product caused by accident, abuse, misuse, spillage of food or liquid or other external causes, including but not limited to fire or an act of God, such as a flood;
 - (c) damage to the Product caused by abnormal use of the Product, outside the permitted or intended uses described by Seller;
 - (d) damage to the Product caused by failure to follow instructions relating to the Product’s use, or use of improper voltage or power supply;
 - (e) damage to the Product caused by service performed by anyone who is not a representative of Seller;
 - (f) cosmetic damage to the Product, including but not limited to scratches or dents; or
 - (g) defects or Parts requiring replacement due to ordinary wear and tear, corrosion, rust or stains, scratches, dents on the casing or paintwork of the Product.
- 2.3 Recovery and reinstallation of Software programs and user data are not covered under this Limited Warranty. It is your responsibility to backup any data, Software, or other materials you may have stored or preserved on the Product. It is likely that such data, Software, or other materials will be lost or reformatted during the performance of any warranty service, and Seller will not be responsible for any such damage or loss.
- 2.4 No Seller employee is authorized to make any modification, extension, or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the legality or

enforceability of the remaining terms shall not be affected or impaired.

3 How long does the coverage last?

This Limited Warranty lasts for one (1) year, starting on the date that you purchase the Product (the “Warranty Period”).

4 How do you obtain warranty service?

4.1 To obtain warranty service from the Seller under this Limited Warranty, you **must** log onto your Back Market account and request help from the Seller in your Orders page. Failing that, please contact Back Market at hello@backmarket.com or 1-855-442-6688 to assist you in contacting the Seller.

4.2 The Seller will ask you questions to determine your eligibility under this Limited Warranty. Based on the initial inquiry, the Seller will provide, where applicable, a Return Materials Authorization (“RMA”) and instructions for returning the defective Product and a pre-paid return label. You understand that such measures do not imply that the Limited Warranty is applicable. Please note that you are required to return the defective Product in either its original packaging or packaging providing an equal degree of protection, together with proof of purchase, to the address specified by the Seller. By sending the Product, you hereby acknowledge that ownership of the Product is transferred to Seller upon Seller’s receipt of the defective Product. If the claim is justified based on this Limited Warranty, the Seller will pay the cost of shipping the replacement or repaired Product to you. Any Product returned to Seller without a valid warranty claim or without an RMA may be rejected, returned at your cost (subject to prepayment) capped to 5% of the price of the Product, or kept for sixty (60) days for your pick-up and then disposed of in Seller’s sole discretion with no further liability or obligation to you. For specific instructions on how to obtain warranty service on your Product, visit the following page : [https://help.backmarket.com/hc/en-us/articles/360030398874-I-m-not-happy-with-my-product-order-what-can-I-do-\].](https://help.backmarket.com/hc/en-us/articles/360030398874-I-m-not-happy-with-my-product-order-what-can-I-do-)

5. What are the Seller’s obligations?

5.1 If a defect in the Product arises and a valid claim is received by Seller within the Warranty Period, Seller will, at its option and to the extent permitted by law, either (1) repair the Product at no charge, using new or refurbished replacement parts, or (2) exchange the Product with a new or refurbished product that is the same or similar to the Product you purchased. Seller provides no assurance, representation or warranty that any replacement product will be identical to, or will offer the same functionalities as, the Product you purchase from Seller on the Site. Technological advances and Product availability may result in your receiving a replacement with a lower selling price than the original Product. In all cases, comparability of the replacement product with the original Product will be determined by the Seller in its reasonable discretion. If Seller determines it is not reasonable to repair or replace the defective Product, Seller may refund to you the purchase price you paid for the Product.

5.2 In the event of a Product defect, to the extent permitted by law, these are your sole and exclusive remedies. This Limited Warranty is valid only for purchases made by you within the 48 contiguous United States. Replacement or repaired products will only be shipped by Seller to addresses within the 48 contiguous United States, and refunds will only be credited to your original method of payment. Any replacement product will be warranted for the remainder of the original Warranty Period.

6. What are the exclusions and limitations to this Limited Warranty?

- 6.1 IMPLIED WARRANTIES AND CONDITIONS. **EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES AND CONDITIONS (INCLUDING WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) SHALL BE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY.**
- 6.2 These limitations shall be enforceable to the extent permitted by law. Some states do not allow the exclusion or limitation of incidental or consequential damages or the limitation of implied warranties, so the limitations or exclusions listed above may not apply to you.
- 6.3 **LIMITATION OF DAMAGES. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, RESULTING FROM ANY BREACH OF AN EXPRESS OR IMPLIED WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, so the above limitation or exclusion may not apply to you.**
- 6.4 **This Limited Warranty is personal to the original Buyer and does not run with the Product. You may not assign, transfer, or convey this Limited Warranty.**

7. Specific Legal Rights

This Limited Warranty gives you specific legal rights, and you may also have other rights that vary from state to state.

8. Governing Law.

This Limited Warranty shall be governed by the laws of the State of New York, USA, without giving effect to any conflict of laws principles that may require the application of the law of another jurisdiction. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.