

## **ESTRIDE™ Return and Warranty Policy**

*Latest Version June 20 2018*

### **1 Returns**

1.1 If you are dissatisfied with your purchase from our online shop, or you want for any other reason return to us the Product(s) (ESTRIDE™ Tracker and ESTRIDE™ Harmony), you can do so within fourteen (14) calendar days from the date of receiving the Product. Such returns are by the terms set out below.

1.2 This Return and Warranty Policy (the “Policy”) solely apply to the Products. Subscription purchases and plans do not fall under the provisions of this Return and Warranty Policy.

1.3 To qualify for a full refund, the customer agrees to meet the following conditions:

a. Within fourteen (14) days after the delivery of the product, the customer shall send a return notification to us per e-mail: [support@stride-event.com](mailto:support@stride-event.com) and takes care that the return date on the parcel shall not exceed the fourteen days’ period mentioned in Article 1.1 of this Policy.

b. Customer shall send the Products to the correct address indicated on our website, and shall be responsible for, and must pay in advance all shipping charges. Also, the customer assumes the risk of loss or damage to the returned Product(s) while in transit back to “Stride Innovations.”

c. The Product(s), and all accessories initially included with your initial purchase must be included with your return, and all in original condition without any signs of wear or use, this includes, but is not limited to cosmetic damage such as scratches and dents.

d. For hygienic reasons, the ESTRIDE™ Harmony is not eligible for refund when the product has been used.

e. The ESTRIDE™ Tracker can be returned, and when the package of the strap and pocket is opened, or it shows otherwise signs of wear, we shall apply a fifteen (15) British Pound charge and deduct this from the refund.

1.4 When all the conditions mentioned above are met, we shall make a refund of the purchase price within twenty-one (21) days after we received the Product.

1.5 In the event of missing parts, wear or damage to the Products and its parts, we retain the right to refuse the acceptance of a return, and shall not make a refund.

## **2 Warranty Provisions**

2.1 “Stride Innovations” represents and warrants that your Products shall be free from defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase.

2.2 The Warranty provisions under this Policy, shall only apply to the original purchaser of the Product, and which was purchased from an authorized reseller or sales channel and manufactured by or for “Stride Innovations” that can be identified by an authorized ““Stride Innovations”” trademark, trade name, or logo affixed to it.

## **3 Exclusions and Limitations to Warranty**

3.1 “Stride Innovations” does not represent or warrant that the operation of the Product will be uninterrupted or error-free. This Limited Product Warranty does not cover software embedded in any Product and related services provided by “Stride Innovations”. The Terms of Services apply with respect to use of the software and related services.

3.2 The Limited Product Warranty does not apply to any (a) “Stride Innovations” products and services other than the Products, (b) non-“Stride Innovations” products, even if included or sold with a Product, including, without limitation, any counterfeit products, (c) products that are, or “Stride Innovations” reasonably believes to be, stolen, (d) consumables (such as batteries), or (e) software, even if packaged or sold with the Product or embedded in the Product.

3.3 This Limited Product Warranty does not apply to products with the “Made for “Stride Innovations”” or “Works with “Stride Innovations”” logos or Tory Burch for “Stride Innovations” accessories. For service or issues related to those products, you should contact the manufacturer.

3.4 This warranty does not apply to a Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who is not authorized by “Stride Innovations”, nor does it apply to any cosmetic damage such as scratches, dents or other wear. In addition, this Limited Product Warranty does not apply to damage or defects caused by (a) use with non-“Stride Innovations” products; (b) accident, abuse, misuse, mishandling, flood, fire, earthquake or other external causes; (c) normal wear and tear or aging of the Product such as discoloration or stretching; or (d) operating the Product (i) outside the permitted or intended uses described by “Stride Innovations”, (ii) not in accordance with instructions provided by “Stride Innovations”, or (iii) with improper voltage or power supply.

3.5 No “Stride Innovations” reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this Limited Product Warranty. If any term contained herein is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

#### **4 Eligibility for Warranty Services**

4.1 To be eligible for warranty under this Policy, and obtain warranty services; a return authorization must be requested from our customer service team. To request a return authorization, please contact Customer Service on [support@stride-invent.com](mailto:support@stride-invent.com). You will be issued a return authorization number, which must be included along with your returned product.

4.2 Each Product must be delivered, either in its original packaging or packaging that provides an equal degree of protection to the Product, and to the address specified by “Stride Innovations.” As may be required by applicable law, “Stride Innovations” requires you to furnish

proof of purchase details and comply with other requirements before providing warranty service.

4.3 It is your full 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 (re)formatted during the warranty service, and “Stride Innovations” will not be responsible for any such loss.

4.4 All implied warranties (including and without limitations, warranties of merchantability and fitness for a particular purpose) shall be limited to the duration of this limited warranty. Some jurisdictions do not allow limitations on the duration of an implied warranty, and the limitation mentioned above may not apply to you as a result.

## **5 Limitation of Damages**

5.1 Except to the extent prohibited by the applicable law, “Stride Innovations” shall not be liable for any incidental, indirect, special, or consequential damages, including, without limitation, loss of profits, revenue or data, resulting from any breach of express or implied warranty or condition or under any other legal theory, even if we have been advised of the possibility of such damages.

5.2 Some jurisdictions do not allow the exclusion or limitation of special, indirect, incidental or consequential damages, and as a result, the limitations mentioned above or exclusions may not apply to you.

## **6 Governing law and National Consumer Laws**

6.1 This Limited Warranty shall be governed by the laws of England and Wales, without giving effect to any conflict of laws principles or other laws that may provide the application of the law of another jurisdiction.

6.2 In some jurisdictions, consumers may have legal rights under applicable national legislation that governs the sale of consumer goods and services. These rights are not affected by the Warranties mentioned in this Policy.