

Limited Warranty (U.S. only)

LIMITED WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITED REMEDY

(A) LIMITED WARRANTY. FRANKLIN WARRANTS TO THE ORIGINAL END USER THAT FOR A PERIOD OF ONE (1) YEAR FROM THE ORIGINAL DATE OF PURCHASE AS EVIDENCED BY A COPY OF YOUR RECEIPT, YOUR FRANKLIN PRODUCT SHALL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. THIS LIMITED WARRANTY DOES NOT INCLUDE DAMAGE DUE TO ACTS OF GOD, ACCIDENT, MISUSE, ABUSE, NEGLIGENCE, MODIFICATION, UNSUITABLE ENVIRONMENT OR IMPROPER MAINTENANCE. THE SOLE OBLIGATION AND LIABILITY OF FRANKLIN, AND YOUR EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY, WILL BE REPAIR OR REPLACEMENT WITH THE SAME OR AN EQUIVALENT PRODUCT OF THE DEFECTIVE PORTION OF THE PRODUCT, AT THE SOLE OPTION OF FRANKLIN IF IT DETERMINES THAT THE PRODUCT WAS DEFECTIVE AND THE DEFECTS AROSE WITHIN THE DURATION OF THE LIMITED WARRANTY. THIS REMEDY IS YOUR EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. THIS WARRANTY GIVES YOU CERTAIN RIGHTS; YOU MAY ALSO HAVE OTHER LEGISLATED RIGHTS THAT MAY VARY FROM JURISDICTION TO JURISDICTION.

(B) DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY RECITED ABOVE, THIS FRANKLIN IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING. THIS WARRANTY APPLIES ONLY TO PRODUCTS MANUFACTURED BY FRANKLIN AND DOES NOT INCLUDE BATTERIES, CORROSION OF BATTERY CONTACTS OR ANY OTHER DAMAGE CAUSED BY BATTERIES. NEITHER FRANKLIN NOR OUR DEALERS OR SUPPLIERS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOST OR DAMAGED DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE OTHERWISE FORESEEABLE. WE ARE ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. OUR MAXIMUM AGGREGATE LIABILITY TO YOU, AND THAT OF OUR DEALERS AND SUPPLIERS, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE FRANKLIN PRODUCT AS EVIDENCED BY YOUR PURCHASE RECEIPT. YOU ACKNOWLEDGE THAT THIS IS A REASONABLE

ALLOCATION OF RISK. SOME STATES/COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF THE LAWS OF THE RELEVANT JURISDICTION DO NOT PERMIT FULL WAIVER OF IMPLIED WARRANTIES, THEN THE DURATION OF IMPLIED WARRANTIES AND CONDITIONS ARE LIMITED TO THE DURATION OF THE EXPRESS WARRANTY GRANTED HEREIN.

(C) WARRANTY SERVICE: UPON DISCOVERING A DEFECT, YOU MUST CALL FRANKLIN'S CUSTOMER SERVICE DESK, 1-800-266-5626, TO REQUEST A RETURN MERCHANDISE AUTHORIZATION ("RMA") NUMBER, BEFORE RETURNING THE PRODUCT (TRANSPORTATION CHARGES PREPAID) TO:

FRANKLIN ELECTRONIC PUBLISHERS, INC.

ATTN: SERVICE DEPARTMENT

ONE FRANKLIN PLAZA

BURLINGTON, NJ 08016-4907

IF YOU RETURN A FRANKLIN PRODUCT, PLEASE INCLUDE A NOTE WITH THE RMA, YOUR NAME, ADDRESS, TELEPHONE NUMBER, A BRIEF DESCRIPTION OF THE DEFECT AND A COPY OF YOUR SALES RECEIPT AS PROOF OF YOUR ORIGINAL DATE OF PURCHASE. YOU MUST ALSO WRITE THE RMA PROMINENTLY ON THE PACKAGE IF YOU RETURN THE PRODUCT, OTHERWISE THERE MAY BE A LENGTHY DELAY IN THE PROCESSING OF YOUR RETURN. WE STRONGLY RECOMMEND USING A TRACKABLE FORM OF DELIVERY TO FRANKLIN FOR YOUR RETURN.