

PRODUCT WARRANTY

This is a customizable starting template, not a finished legal document. Replace every [BRACKETED] field with your specifics, delete or adapt any clause that does not fit your deal, and have a licensed attorney in the governing jurisdiction review it before you or anyone else signs. CyberSygn is not a law firm and this template is not legal advice.

This Limited Product Warranty (this "**Warranty**") is provided as of [EFFECTIVE DATE] by:

[MANUFACTURER / SELLER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [COMPANY ADDRESS] ("**Company**"), to the original purchaser of the Product described below ("**Customer**" or "**you**").

Recitals. Company manufactures and/or sells the Product identified in Section 1 and stands behind it with the limited warranty set out here. This Warranty describes what Company will do if the Product fails to meet the standards below during the warranty period, what is not covered, and how to make a claim. This Warranty gives you specific legal rights, and you may also have other rights that vary by jurisdiction.

1. Product Covered

1.1 Product. This Warranty covers the following product (the "**Product**"): [PRODUCT NAME / MODEL / SKU], including the components originally supplied with it, as identified by [serial number / proof of purchase].

1.2 Who is covered. This Warranty extends to the original Customer who purchased the Product from Company or an authorized reseller for use and not for resale, and [is / is not] transferable to a subsequent owner.

1.3 Proof of purchase. Company may require the original dated proof of purchase to validate coverage and the start of the warranty period.

2. What Is Covered

2.1 Warranty. Company warrants that, under normal use and service, the Product will be free from defects in materials and workmanship for the warranty period stated in Section 3.

2.2 Conformity. Company warrants that the Product will conform in all material respects to its published specifications and accompanying documentation at the time of delivery.

2.3 Standard of performance. "Normal use" means use consistent with the Product's documentation and intended purpose, in ordinary operating conditions, and excludes the uses described in Section 5.

3. Warranty Period

3.1 Duration. The warranty period is [NUMBER, e.g. 12] months from the date of original purchase (the "**Warranty Period**"), unless a longer period is required by applicable law or stated on the Product or its packaging.

3.2 Replacement parts. Any repaired or replacement part or Product is warranted for the remainder of the original Warranty Period or [NUMBER, e.g. 90] days from the date of repair or replacement, whichever is longer.

3.3 No extension. Performing warranty service does not extend the original Warranty Period except as stated in Section 3.2.

4. Remedy

4.1 Company's options. If the Product is defective during the Warranty Period and Customer makes a valid claim, Company will, at its option and expense, (a) repair the Product, (b) replace it with a comparable new or refurbished product, or (c) refund the purchase price.

4.2 Sole remedy. The remedies in Section 4.1 are Customer's exclusive remedy for breach of this Warranty, except for any non-waivable rights under applicable law.

4.3 Return of defective Product. Customer may be required to return the defective Product, or proof of its defect, before Company provides a remedy. Company will provide return instructions through the claim process in Section 6.

4.4 Shipping. [Company / Customer] pays shipping for warranty returns within the Warranty Period, as described in the claim instructions.

5. What Is Not Covered

5.1 Exclusions. This Warranty does not cover problems caused by: (a) accident, abuse, misuse, neglect, or improper handling; (b) use inconsistent with the Product's documentation; (c) unauthorized repair, modification, or opening of the Product; (d) normal wear and tear, including consumable parts; (e) damage from power surges, fluids, fire, or acts of nature; or (f) cosmetic damage that does not affect function.

5.2 Excluded items. This Warranty does not cover accessories, batteries, or software except as expressly stated, and does not cover any product not manufactured or authorized by Company.

5.3 Effect of misuse. Damage falling within Section 5.1 voids coverage for the affected components, but does not void this Warranty for unrelated defects.

6. How to Make a Warranty Claim

6.1 Contact. To make a claim, contact Company at [WARRANTY EMAIL / PHONE / ADDRESS] during the Warranty Period and provide the Product model, serial number, proof of purchase, and a description of the problem.

6.2 Authorization. Company will provide a return authorization and instructions where a return is required. Customer should not return any Product without authorization.

6.3 Timing. Company will acknowledge a claim within [NUMBER] business days and complete valid warranty service within a reasonable time after receiving the Product or required information.

7. Disclaimers and Limitation of Liability

7.1 Disclaimer of other warranties. Except as expressly stated in this Warranty, and to the fullest extent permitted by applicable law, Company disclaims all other warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose. Where applicable law does not allow such disclaimers, any implied warranty is limited in duration to the Warranty Period.

7.2 Limitation of liability. To the fullest extent permitted by applicable law, Company is not liable for any indirect, incidental, special, or consequential damages arising from the Product or this Warranty, even if advised of the possibility. Company's total liability will not exceed the purchase price of the Product.

7.3 **Statutory rights preserved.** Some jurisdictions do not allow the exclusion or limitation of implied warranties or of incidental or consequential damages, so the limitations in Sections 7.1 and 7.2 may not apply to you. This Warranty gives you specific legal rights, and you may have other rights that vary by jurisdiction. Nothing in this Warranty limits any non-waivable consumer right.

8. General Provisions

- 8.1 **Governing law.** This Warranty is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules, except where applicable consumer-protection law of Customer's jurisdiction governs.
- 8.2 **Severability.** If any provision of this Warranty is unenforceable, the rest remains in effect.
- 8.3 **Entire warranty.** This Warranty is the entire warranty Company provides for the Product and supersedes any prior or contemporaneous statements. No reseller, agent, or employee may modify it except in a writing signed by Company.
- 8.4 **Acknowledgment.** Where a signature is used, the Parties acknowledge the terms of this Warranty. This Warranty may be acknowledged by electronic signature.

ACKNOWLEDGED.

COMPANY	CUSTOMER (acknowledgment, if used)
Signature: _____	Signature: _____
Printed name: [NAME]	Printed name: [NAME]
Title: [TITLE]	Title: [N/A]
Date: _____	Date: _____

Template provided by CyberSygn. Not legal advice. CyberSygn is not a law firm. Consult a licensed attorney in your jurisdiction before relying on this document.