

Jacquard™ by Google Hardware Limited Warranty — United States

This Limited Warranty applies only if you purchased your Levi's® Commuter™ Trucker Jacket with Jacquard™ by Google (the "Jacket") or a Replacement Tag (as defined below) in the United States.

What does this warranty cover and how long does it last? This warranty applies only to the Jacquard elements of the Jacket, which consist of: 1) the Jacquard conductive threads and the Jacquard snap, both located in the Jacket's left sleeve cuff, and; 2) the Jacquard snap tag that attaches to the Jacquard snap (the "Tag") when sold together in their original retail packaging (collectively "Jacquard"). This warranty does not cover any other elements of the Jacket. This warranty also applies to the Tag when sold as a replacement service unit ("Replacement Tag"). Google warrants that Jacquard in a new Jacket will be free from defects in materials and workmanship under normal use in accordance with Google's published product documentation for one year from the date of original retail purchase in its original packaging by you. Google warrants that a Replacement Tag will be free from defects in materials and workmanship under normal use in accordance with Google's published product documentation for ninety days from the date of original purchase in its original packaging by you (these warranties are collectively referred to as our "Limited Warranty").

What will Google do? (THIS IS YOUR EXCLUSIVE REMEDY.) If a defect covered by this Limited Warranty arises and you return your Jacket (including the Tag), or your Tag (individually), or your Replacement Tag (individually) during the Limited Warranty period (which is one year for Jacquard within a new Jacket and ninety days for a Replacement Tag), Google will in its sole discretion and to the extent permitted by law either (1) repair your Jacquard, or your Replacement Tag, as applicable, using new or previously used parts, (2) replace all or a portion of your Jacquard, or the Replacement Tag, if feasible, with a new or previously used Jacquard, or Replacement Tag, as applicable, functionally at least equivalent to yours, or (3) accept the return of the Jacket (including the Tag) or Replacement Tag in exchange for a refund of the purchase price you paid for the Jacket or Replacement Tag (if you separately purchased the Replacement Tag), as applicable. Google reserves the right to issue only a partial refund of the purchase price if Jacquard or the Replacement Tag has been used. If Google repairs or replaces Jacquard or the Replacement Tag, the repaired or replaced Jacquard or Replacement Tag will continue to be warranted for the remaining time of the Limited Warranty period. All returned parts for which you have received a replacement will become the property of Google. Repair or replacement may result in loss of data. Nothing in this Limited Warranty will reduce or otherwise affect your statutory rights in relation to Jacquard or the Replacement Tag.

THE LIMITED WARRANTY WRITTEN ABOVE IS THE ONLY EXPRESS WARRANTY GOOGLE PROVIDES FOR JACQUARD AND THE REPLACEMENT TAG, AND THE ABOVE REMEDY IS YOUR SOLE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, ARISING FROM COURSE OF CONDUCT OR OTHERWISE, REGARDING JACQUARD OR THE REPLACEMENT TAG, EXCEPT THAT ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE LIMITED IN

DURATION TO THE PERIOD OF THE EXPRESS WARRANTY ABOVE (EITHER ONE YEAR OR NINETY DAYS, DEPENDING ON WHETHER THE WARRANTY IS APPLICABLE TO JACQUARD OR THE REPLACEMENT TAG.)

Some States do not allow limitations on how long an implied warranty lasts so the above limitation may not apply to you.

What does this warranty not cover? This Limited Warranty is only valid and enforceable in locations the Jacket and the Replacement Tag are sold and will apply only if you purchased your Jacket or the Replacement Tag from Levi's, Google or their authorized resellers. This Limited Warranty only applies to hardware components (and not any software elements) of Jacquard and the Replacement Tag, and this Limited Warranty does not apply to damage caused by: (1) normal wear and tear; (2) accidents; (3) misuse (including failure to follow published product documentation); (4) neglect; (5) disassembly; (6) alterations; (7) servicing other than by Google authorized technicians; and (8) external causes such as, but not limited to, exposure to sharp objects, water damage, exposure to excessive force, anomalies in the electrical current supplied to the device, and extreme thermal or environmental conditions. This Limited Warranty does not guarantee that use of Jacquard or the Replacement Tag will be uninterrupted or error free.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GOOGLE AND ITS SUBSIDIARIES AND AFFILIATES (COLLECTIVELY, "GOOGLE PARTIES") SHALL NOT BE LIABLE TO YOU UNDER ANY THEORY OF LIABILITY (WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OR FAILURE OF ANY WARRANTY OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE JACKET, JACQUARD, THE REPLACEMENT TAG, OR THESE TERMS, INCLUDING ANY LOSS OF DATA, WHETHER OR NOT A GOOGLE PARTY OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE GOOGLE PARTIES' TOTAL LIABILITY IN CONNECTION WITH THE JACKET, JACQUARD, THE REPLACEMENT TAG, AND THIS LIMITED WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID FOR THE JACKET AT RETAIL.

Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

How do you make a claim? To make a claim under the Limited Warranty, please contact Jacquard Support by visiting jacquard.com/levi/support. You must provide your name, contact information and the serial numbers on the back of your Jacquard Tag and on the fabric tag inside the Jacket under the right side pocket to receive support. You will be required to provide a purchase receipt. For returns or customer service regarding your Jacket (issues unrelated to Jacquard) please contact Levis by visiting a retail store or calling/online levi.com/US/en_US/customer-service.

Other limitations: No vendor, seller, authorized reseller, employee or representative of Google

or its affiliates or any third party 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 remaining terms of this Limited Warranty will remain in full force and effect.

How State and other laws apply to you: This warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

This Limited Warranty is given by Google Inc., a Delaware corporation whose principal place of business is at 1600 Amphitheatre Parkway, Mountain View, CA 94043, United States.