

## SMART HOME

SmartThings

### SAMJIN LIMITED WARRANTY

SAMJIN, CO.,LTD. ("SAMJIN") warrants that SAMJIN's devices and accessories ("Products") are free from defects in material and workmanship under normal use and service.

SAMJIN, CO., LTD.

81 Anyangcheonseo-ro, Manan-gu, Anyang-si,

Gyeonggi-do 430-857, Republic of Korea.

Phone: 1-800- 726-7864

Internet Address: [www.samjin.com](http://www.samjin.com)

### Important Legal Information

**READ THIS INFORMATION BEFORE USING YOUR PRODUCT.**

#### SAMJIN Limited Warranty-

This Product is covered under the applicable Samjin Limited Warranty **INCLUDING ITS DISPUTE RESOLUTION PROCEDURE** and your right to opt out of arbitration within 30 calendar days of the first consumer purchase. You may opt out by either sending an email to [optout@sea.samsung.com](mailto:optout@sea.samsung.com) with the subject line "SAMJIN Arbitration Opt-Out" or by calling 1-800-726-7864.

For more detailed procedures, please refer to the "Dispute Resolution Procedures and Arbitration and Opt-Out" section of the Limited Warranty.

#### Standard Limited Warranty Information on

#### Procedures for Dispute Resolution/30-day Arbitration and Opt-Out Policy

ALL DISPUTES WITH SAMJIN ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCTS SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, AND NOT BY A COURT OR JURY.

ANY SUCH DISPUTE SHALL NOT BE COMBINED OR CONSOLIDATED WITH A DISPUTE INVOLVING ANY OTHER PERSON'S OR ENTITY'S PRODUCT OR CLAIM, AND SPECIFICALLY, WITHOUT LIMITATION OF THE FOREGOING, SHALL NOT UNDER ANY CIRCUMSTANCES PROCEED AS PART OF A CLASS ACTION. THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR, WHOSE AWARD MAY NOT EXCEED, IN FORM OR AMOUNT, THE RELIEF ALLOWED BY THE APPLICABLE LAW. The arbitration shall be conducted according to the American Arbitration Association (AAA) Commercial Arbitration Rules applicable to consumer disputes. The AAA Rules are available online at [adr.org](http://adr.org) or by calling the AAA at 1-800-778-7879. This arbitration provision is entered pursuant to the Federal Arbitration Act. The laws of the State of New York, without reference to its choice of laws principles, shall govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator shall decide all issues of interpretation and application of this arbitration provision and the Limited Warranty.

For any arbitration in which your total damage claims, exclusive of attorney fees and expert witness fees, are \$5,000.00 or less ("Small Claim"), the arbitrator may, if you prevail, award your reasonable attorney fees, expert witness fees and costs as part of any award, but may not grant SAMJIN its attorney fees, expert witness fees or costs unless it is determined that the claim was brought in bad faith. In a Small Claim case, you shall be required to pay no more than half of the total administrative, facility and arbitrator fees, or \$50.00 of such fees, whichever is less, and SAMJIN shall pay the remainder of such fees. Administrative, facility and arbitrator fees for arbitrations in which your total damage claims, exclusive of attorney fees and expert witness fees, exceed \$5,000.00 ("Large Claim") shall be determined according to AAA rules. In a Large Claim case, the arbitrator may grant to the prevailing party, or apportion among the parties, reasonable attorney fees, expert witness fees and costs. Judgment may be entered on the arbitrator's award in any court of competent jurisdiction. **THIS ARBITRATION PROVISION ALSO APPLIES TO CLAIMS AGAINST THE EMPLOYEES, REPRESENTATIVES AND AFFILIATES OF SAMJIN AND SAMSUNG ELECTRONICS AMERICA, INC., IF ANY SUCH CLAIM ARISES FROM THE PRODUCT'S SALE, CONDITION OR PERFORMANCE.**

You may opt out of this dispute resolution procedure by providing notice to SAMJIN no later than 30 calendar days from the date of the first consumer purchaser's purchase of the Product. To opt out, you must send notice by e-mail to [optout@sea.samsung.com](mailto:optout@sea.samsung.com), with the subject line: "SAMJIN Arbitration Opt Out." You must include in the opt out e-mail (a) your name and address; (b) the date on which the Product was purchased; (c) the Product model name or model number; and (d) the IMEI or MEID or Serial Number, as applicable, if you have it (the IMEI or MEID or Serial Number can be found (i) on

the Product box; (ii) on the Product information screen, which can be found under "Settings;" (iii) on a label on the back of the Product beneath the battery, if the battery is removable; and (iv) on the outside of the Product if the battery is not removable). Alternatively, you may opt out by calling 1-800-726-7864 no later than 30 calendar days from the date of the first consumer Purchaser's purchase of the Product and providing the same information. These are the only two forms of notice that will be effective to opt out of this dispute resolution procedure. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty.

#### **Severability**

If any portion of this Limited Warranty is held to be illegal or unenforceable, such partial illegality or unenforceability shall not affect the enforceability of the remainder of the Limited Warranty.

#### **Terms & Conditions of Sale and Standard Limited Warranty**

##### **What is covered and for how long?**

The warranty period commences upon the date of purchase by the first consumer purchaser and continuing for the following specified period of time after that date:

Device 1 Year

Battery(ies)\* 1 Year

Other Accessories\* 1 Year

\*If applicable.

##### **What is not covered?**

This Limited Warranty is conditioned upon proper use of the Product.

This Limited Warranty does not cover: (a) defects or damage resulting from accident, misuse, abnormal use, abnormal conditions, improper storage, exposure to liquid, moisture, dampness, sand or dirt, neglect, or unusual physical, electrical or electromechanical stress; (b) scratches, dents and cosmetic damage, unless caused by SAMJIN; (c) defects or damage resulting from excessive force or use of a metallic object when pressing on a touch screen; (d) equipment that has the serial number or the enhancement data code removed, defaced, damaged, altered or made illegible; (e) ordinary wear and tear; (f) defects or damage resulting from the use of Product in conjunction or connection with accessories, products, or ancillary/peripheral equipment not furnished or approved by SAMJIN; (g) defects or damage resulting from improper testing, operation, maintenance, installation, service, or adjustment not furnished or approved by SAMJIN, including but not limited to installation of unauthorized software and unauthorized root access, both of which shall void this limited warranty; (h) defects or damage resulting from external causes such as collision with an object, fire, flooding, dirt, windstorm, lightning, earthquake, exposure to weather conditions, theft, blown fuse, or improper use of any electrical source; (i) defects or damage resulting from cellular signal reception or transmission, or viruses or other software problems introduced into the Product; or (j) Product used or purchased outside the United States. This Limited Warranty covers batteries only if battery capacity falls below 80% of rated capacity or the battery leaks, and this Limited Warranty does not cover any battery if (i) the battery has been charged by a battery charger not specified or approved by SAMJIN for charging the battery; (ii) any of the seals on the battery are broken or show evidence of tampering; or (iii) the battery has been used in equipment other than the SAMJIN device for which it is specified.

##### **What are SAMJIN's obligations?**

During the applicable warranty period, provided the Product is returned in accordance with the terms of this Limited Warranty, SAMJIN will repair or replace the Product, at SAMJIN's sole option, without charge. SAMJIN may, at SAMJIN's sole option, use rebuilt, reconditioned, or new parts or components when repairing any Product, or may replace the Product with a rebuilt, reconditioned or new Product. Repaired/replaced cases, pouches and holsters will be warranted for a period of ninety (90) days. All other repaired/replaced Products will be warranted for a period equal to the remainder of the original Limited Warranty on the original Product or for ninety (90) days, whichever is longer. All replaced Products, parts, components, boards and equipment shall become the property of SAMJIN. Except to any extent expressly allowed by applicable law, transfer or assignment of this Limited Warranty is prohibited.

##### **What must you do to obtain warranty service?**

To obtain service under this Limited Warranty, you must return the Product to an authorized service facility in an adequate container for shipping, accompanied by the sales receipt or comparable proof of sale showing the original date of purchase by the first consumer purchaser, the serial number of the Product and the seller's name and address. To obtain assistance on where to deliver the Product, please call SAMJIN Customer Care at 1-800-726-7864, and ask for "SAMJIN warranty service." If SAMJIN determines that any Product is not covered by this Limited Warranty, you must pay all parts, shipping, and labor charges for the repair or return of such Product.

You should keep a separate backup copy of the settings or any contents of the Product before delivering the Product to

SAMJIN for warranty service, as some or all of the settings or contents may be deleted or reformatted during the course of warranty service.

**What are the limits on SAMJIN's liability?**

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF SAMJIN'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS.

ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SAMJIN BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT OR FOR, WITHOUT LIMITATION, COMMERCIAL LOSS OF ANY SORT; LOSS OF USE, TIME, DATA, REPUTATION, OPPORTUNITY, GOODWILL, PROFITS OR SAVINGS; INCONVENIENCE; INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; OR DAMAGES ARISING FROM THE USE OR INABILITY TO USE THE PRODUCT. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU.

SAMJIN MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD-PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT DISTRIBUTED BY SAMJIN OR OTHERWISE. RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF ANY SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT RESTS SOLELY WITH THE USER AND THE DIRECT VENDOR, OWNER OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT. Nothing in the Product instructions or information shall be construed to create an express warranty of any kind with respect to the Products. No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of SAMJIN regarding the Products or this Limited Warranty.

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

**IMPORTANT!** PLEASE BE READY TO PROVIDE WARRANTY INFORMATION (PROOF OF PURCHASE) TO SAMJIN'S CUSTOMER CARE CENTER IN ORDER TO OBTAIN THIS SERVICE AT NO CHARGE. IF THE WARRANTY HAS EXPIRED, DOES NOT COVER THE DAMAGE TO THE DEVICE, OR YOU CANNOT PROVIDE PROOF OF PURCHASE, CHARGES MAY APPLY.

[print warranty statement](#)