

Ember Limited Warranty

Important: by using your Ember product, you are agreeing to be bound by the terms of this Ember one-year limited warranty (the “Warranty”) as set out below.

Do not use your product until you have read the terms of this Warranty.

If you do not agree to the terms of this Warranty, do not use the product and return it within the return period set forth in the Return Policy or the authorized distributor where you purchased it for a refund within their stated return period.

What is covered?

Ember warrants to the original purchaser that your Ember-branded product and Ember-branded product accessories (collectively, the "Product") shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of purchase.

What is NOT covered?

Ember does not warrant that the operation of the Product will be uninterrupted or error-free. This Warranty does not cover software embedded in any Product and related services provided by Ember or Bluetooth connectivity.

This Warranty applies only to the original purchaser of the Product that was purchased from an authorized reseller or authorized sales channel and manufactured by or for Ember and has an authorized “Ember” trademark, trade name, or logo affixed to it. The Warranty does not apply to any:

- Non-Ember products, even if included or sold with a Product, including, without limitation, any counterfeit products
- Purchased from an unauthorized distributor or reseller
- Product(s) purchased from or used outside the country of sale
- Product(s) missing a valid serial number
- Products that are, or Ember reasonably believes to be, stolen
- Consumables (such as batteries)

- Software, even if packaged or sold with the Product or embedded in the Product
- Product or part of a Product that has been serviced, altered, refurbished, or modified by anyone who is not authorized by Ember
- Any cosmetic damage such as scratches and dents In addition
- Any damage or defects caused by:
 1. Use with non-Ember products;
 2. Accident (including, but not limited to microwave use), abuse, improper or abnormal use, corrosion, discoloration of paint or plastic (or any other change in cosmetic appearance that does not affect performance), theft, vandalism, mishandling, fire, flood, wind, lightning, freezing or other natural disasters or acts of God of any kind;
 3. Normal wear and tear or aging of the Product
 4. Operating the Product
 1. Outside the permitted or intended uses described by Ember
 2. Not in accordance with instructions provided by Ember
- With improper voltage or power supply

No Ember reseller, distributor, agent or employee is authorized to make any modification, extension, or addition to this Warranty.

What will Ember do in the event the warranty is breached?

If during the Warranty Period you submit a claim to Ember, Ember will at its option:

- Repair the Ember Product using new or previously used parts that are equivalent to new in performance and reliability
- Replace the Ember Product with the same model (or with your consent a product that has similar functionality) formed from new and/or previously re-manufactured parts that are equivalent to new in performance and reliability
- Exchange the Ember Product for a refund of your purchase price

In the event of such a claim, to the extent permitted by law, these are your sole and exclusive remedies. Shipping and handling charges may apply except where prohibited by applicable law. This Warranty is valid only in the jurisdictions where the Products are sold by Ember itself or through its authorized reseller or agent and is valid to the extent permitted by the applicable laws of such jurisdictions. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer, or for any additional period of time that may be required by applicable law. When a Product or part is replaced or a refund provided, any replacement item becomes your property and the replaced or refunded item becomes Ember's property.

How do I obtain warranty service?

To obtain warranty service, a return authorization must be requested from our customer service team. To request a return authorization, please contact Customer Service [here](#). You must deliver the Product, in either its original packaging or packaging providing an equal degree of protection, to the address specified by Ember.

Unless prohibited by applicable law, Ember requires you to furnish proof of purchase details and/or comply with other requirements before receiving warranty service. It is likely that, software, firmware or other materials will be updated to the most recent version of the mug software during warranty service and Ember will not be responsible for any request to stay on any earlier software. For more specific instructions on how to obtain warranty service on your Product, visit the [Ember help website](#).

Ember reserves the right to change the method by which Ember may provide warranty service to you, and your Ember Product's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Ember Product cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Ember may repair or replace Ember Products and parts with comparable Ember Products and parts that comply with local standards.

Limitation of Liability

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EMBER IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING

FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE EMBER PRODUCT OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE EMBER PRODUCT.

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. EMBER DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR REPLACE THE EMBER PRODUCT WITHOUT RISK TO OR LOSS OF INFORMATION STORED ON THE EMBER PRODUCT.

SOME STATES (COUNTRIES AND PROVINCES) DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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What if I have questions or concerns?

You may direct any questions or concerns to customer service at support@ember.com

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.