

PLEVO Lifetime Limited Warranty

Your Plevo luggage is covered by a lifetime limited warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary by state, province, or country.

A. Products Covered by this Limited Warranty

This limited warranty extends to polycarbonate and aluminum luggage manufactured by PLEVO, LLC (“Plevo”) and purchased directly from Plevo or Plevo’s authorized retailers (the “Luggage”). Some parts of this limited warranty also extend to batteries sold with Luggage or separately (“Batteries”). Luggage is designed to be used for travel by air, car, train, boat, and foot. This Warranty does not cover your Luggage if you use it in a manner incompatible with that intended design.

B. Who this Warranty Extends To

This limited warranty extends to the original purchaser of any Luggage or, in the case of a gift, the original recipient of the Luggage. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the Luggage from Plevo or a Plevo authorized retailer. The “original recipient” for purposes of this warranty, is the first receiver of Luggage purchased as a gift from Plevo or a Plevo authorized retailer. All Plevo warranties, including any implied warranties, are valid only for the period of time the Luggage is owned by the original purchaser/ recipient of the Luggage. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO DETERMINE WARRANTY APPLICABILITY.

Plevo limited warranties are not transferable and not applicable to use of the Luggage for commercial or rental purposes.

C. Plevo's Limited Warranty and Responsibilities

Plevo warrants the Luggage in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) forever, when the Luggage is used normally for its intended purposes.

D. What this Lifetime Limited Warranty Covers

THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS:

- Cracks or breaks in the shell
- Wheels, handles, or telescoping handles that break off and are no longer usable
- Zippers that can no longer be opened or closed
- Fabric tears that render front pocket fabric non-functional

THIS LIMITED LIFETIME WARRANTY DOES NOT COVER THE FOLLOWING:

- “Cosmetic Damage” which is defined as scratches, dents, dings, scuffs, stains, color changes, normal wear and tear, technological obsolescence, or other non-functional changes in the appearance of the product that occur during normal handling and use of Luggage by any party and which do not impair the functionality of the product as luggage.
- Replacement of any non-defective pieces in the luggage (for example, if you purchase Luggage with multiple components and only one component is defective, then we will only replace the defective component).
- Any luggage (whether manufactured by Plevo or not) sold by resellers who are not authorized retailers.
- Luggage sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Luggage is not “new” or of “first quality” or has previously been purchased or used by another consumer.
- Loss of functionality of the battery, which is covered solely by the Electronics Two Year Limited Warranty.
- Loss of functionality due to consumers being locked out of their Luggage. See “Your Responsibilities” below for information regarding assistance with locked Luggage.

In the event of a Defect, Plevo’s sole and exclusive liability and your sole remedy under this limited warranty will be, at Plevo’s option, to provide repaired or replacement Luggage, subject to your fulfillment of “Your Responsibilities” below. Replacement Luggage may be provided in a color different from the Luggage you originally purchased. For limited edition, discontinued or out-of-stock Luggage covered under the limited warranty, Plevo guarantees only replacement of a product with equal or greater retail value and does not guarantee exact replacement of the same limited edition, discontinued or out-of-stock item.

E. Your Responsibilities

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Luggage to Plevo and provide Plevo with proof of the original date of purchase. Should shipping costs be required to return your Luggage, you will not

be responsible for those costs. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited warranty.

Plevo will repair or replace (as applicable) and ship your Luggage back to you within 90 days of receiving your original Luggage. You will not be responsible for any shipping costs associated with shipping replaced or repaired Luggage.

Replaced or repaired Luggage is subject to the same limited warranty as the original Luggage.

Luggage that is locked can be shipped to a Plevo location to be unlocked by Plevo personnel. You will be responsible for any shipping and handling costs.

F. Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE LUGGAGE IS PROVIDED "AS IS" AND THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL PLEVO OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE LUGGAGE OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF PLEVO HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. PLEVO'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE LUGGAGE GIVING RISE TO SUCH LIABILITY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

G. Arbitration

G1. In the event a dispute arises between you and Plevo arising out of this Limited Warranty ("**Dispute**"), such Dispute will be determined and settled **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Plevo agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Limited Warranty, and that you and Plevo are each waiving the right to a trial by jury or to participate in a class action.

G2. As limited exceptions to Section G1 above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

G3. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Limited Warranty. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org.

If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

G4. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

G5. YOU AND PLEVO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration section shall be null and void.

G6. With the exception of any of the provisions in Section G5 of this Limited Warranty ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Limited Warranty is invalid or unenforceable, the other parts of Limited Warranty will still apply.

G7. You must seek arbitration for disputes arising out of this Limited Warranty prior

to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act.

H. Governing Law and Forum Choice

This Limited Warranty and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section G “Arbitration” the exclusive jurisdiction for all Disputes that you and Plevo are not required to arbitrate will be the state and federal courts located in the State of New York, and you and Plevo each waive any objection to jurisdiction and venue in such courts

I. Warrantor

PLEVO, LLC (d/b/a Plevo)
650 NE 54 Street, Miami, FL 33138
hello@plevo.co

Plevo Electronics Two Year Limited Warranty

The battery in your Plevo luggage is covered by a two year limited warranty. This limited warranty gives you specific legal rights, and you may also have other rights which vary by state, province, or country.

A. Products Covered by this Limited Warranty

This limited warranty extends to batteries manufactured by Plevo, LLC (“Plevo”) and purchased directly from Plevo or Plevo’s authorized retailers, including any cables or adapters sold or packaged with the batteries (collectively, the “Batteries”). The Battery is designed to be used in Luggage for travel by air, car, train, boat, and foot. This Warranty does not cover your Battery if you use it in a manner incompatible with that intended design.

B. Who this Warranty Extends To

This limited warranty extends to the original purchaser of any Battery (whether the Battery is contained within Luggage or sold separately) or, in the case of a gift, the original recipient of the Battery. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the Battery from Plevo or a Plevo authorized retailer. The “original recipient” for purposes of this warranty, is the first recipient of the Battery purchased as a gift from Plevo or a Plevo authorized retailer. All Plevo warranties, including any implied warranties, are valid only for the period of time the Battery is owned by the original purchaser/ recipient of the Battery. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO DETERMINE WARRANTY APPLICABILITY.

All Plevo limited warranties are not transferable and are not applicable to Batteries used for commercial or rental purposes, whether as stand-alone items or contained in Luggage used for such purposes.

C. Plevo's Limited Warranty and Responsibilities

Plevo warrants the Battery in its original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) for a period of two years from the time your Luggage is purchased by you, whether the Battery is contained within Luggage or sold separately, only if the Battery and Luggage (if applicable) are used normally for its intended purposes.

D. What this Limited Warranty Covers

THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS:

- The battery no longer holding a charge
- The battery no longer charging compatible devices

This limited lifetime warranty does not cover the following:

- Perceived “slowness” of charging
- Cosmetic Damage to the Battery
- Battery functionality if the Battery or Luggage (if applicable) is abused beyond the normal wear and tear expected of carry-on luggage or if either of them are used other than for the intended purposes set forth above

In the event of a Defect, Plevo’s sole and exclusive liability and your sole remedy under this limited warranty will be, at Plevo’s option, to provide a repaired or replacement Battery, subject to your fulfillment of “Your Responsibilities” below. Replacement Batteries may be provided in a color different from any Defective Battery use.

E. Your Responsibilities

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Battery to Plevo and provide Plevo with proof of the original date of purchase. Should shipping costs be required to return your Battery, you will not be responsible for those costs. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited warranty.

Plevo will repair or replace (as applicable) and ship your Battery to you within 90 days of receiving your original Battery. You will not be responsible for any shipping costs associated with shipping replaced or repaired Battery.

Replaced or repaired Batteries are subject to the same limited warranty as the original Battery (whether the Battery is contained within Luggage or sold separately). For example, if you obtain a replaced or repaired Battery, then the warranty term of the replaced or repaired Battery begins from the date of purchase of the original Battery (whether the Battery is contained within Luggage or sold separately).

F. Disclaimer, Limitation on Liability

TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, THE BATTERY IS PROVIDED "AS IS" AND THIS WARRANTY AND ANY IMPLIED WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

SOME STATES OR OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE AND JURISDICTION TO JURISDICTION.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS SET FORTH IN THIS LIMITED WARRANTY, IN NO EVENT WILL PLEVO OR ITS SUPPLIERS BE LIABLE FOR PROCUREMENT OF SUBSTITUTE PRODUCTS OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THE BATTERY OR ITS USE BY YOU OR ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, PRODUCT LIABILITY OR OTHERWISE. THIS LIMITATION WILL APPLY EVEN IF PLEVO HAS BEEN ADVISED OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. PLEVO'S TOTAL LIABILITY WILL NOT EXCEED THE PURCHASE PRICE PAID FOR THE BATTERY OR LUGGAGE GIVING RISE TO SUCH LIABILITY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

G. Arbitration

G1. In the event a dispute arises between you and Plevo arising out of this Limited Warranty ("**Dispute**"), such Dispute will be determined and settled **solely by**

binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Plevo agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of this Limited Warranty, and that you and Plevo are each waiving the right to a trial by jury or to participate in a class action.

G2. As limited exceptions to Section G1 above: (i) you may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

G3. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by this Limited Warranty. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. If your claim is for U.S. \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video-conference hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds U.S. \$10,000, the right to a hearing will be determined by the AAA Rules. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

G4. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. We'll pay for all filing, administration and arbitrator fees and expenses if your Dispute is for less than \$10,000, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

G5. YOU AND PLEVO AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Arbitration section shall be null and void.

G6. With the exception of any of the provisions in Section G5 of this Limited Warranty ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction

decides that any part of this Limited Warranty is invalid or unenforceable, the other parts of Limited Warranty will still apply.

G7. You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act.

H. Governing Law and Forum Choice

This Limited Warranty and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of New York, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section G “Arbitration” the exclusive jurisdiction for all Disputes that you and Plevo are not required to arbitrate will be the state and federal courts located in the State of New York, and you and Plevo each waive any objection to jurisdiction and venue in such courts.

I. Warrantor

PLEVO, LLC (d/b/a Plevo)
650 NE 54 Street, Miami, FL 33138
hello@plevo.co

Plevo Soft Goods Limited Warranty

This limited warranty gives you specific legal rights, and you may also have other rights which vary by state, province, or country.

A. Products Covered by this Limited Warranty

This limited warranty extends to non-hard shell luggage products manufactured by PLEVO, LLC (“Plevo”) which are not covered under any other warranty by Plevo and are purchased directly from Plevo or Plevo’s authorized retailers, including, but not limited to the Packing Cubes, the Garment Bag, the Removable Sleeve, (“Soft Goods”). Soft Goods are designed to be used for travel by air, car, train, boat, and foot. This warranty does not cover your product if you use it in a manner incompatible with that intended design or if you fail to follow the care instructions provided with the product.

B. Who this Warranty Extends To

This limited warranty extends to the original purchaser of any Soft Goods or, in the case of a gift, the original recipient of the Soft Goods. The “original purchaser,” for the purposes of this warranty, is the first purchaser of the Soft Goods from Plevo or a Plevo authorized retailer. The “original recipient” for purposes of this warranty, is the first recipient of Soft Goods purchased as a gift from Plevo or a Plevo authorized retailer. All Plevo warranties, including any implied warranties, are valid only for the period of time the Soft Goods are owned by the original purchaser/recipient of the Soft Goods. A COPY OF THE PURCHASE RECEIPT IS REQUIRED TO DETERMINE WARRANTY APPLICABILITY.

Plevo limited warranties are not transferable and not applicable to use of the Soft Goods for commercial or rental purposes.

C. Plevo's Limited Warranty and Responsibilities

Plevo warrants the Soft Goods in their original packaging sold to you against the defects in material and workmanship set forth below (“Defects”) for a period of one year, from the time you purchase your Soft Goods, when the Soft Goods are used normally for their intended purposes and the applicable care instructions are followed. If applicable law requires a warranty period longer than set out in this section, your warranty will be extended for such time period and to the extent required by law.

D. What this Limited Warranty Covers

THIS LIMITED WARRANTY APPLIES TO THE FOLLOWING DEFECTS, INCLUDING IF CAUSED BY AN AIRLINE, THAT RENDER THE PRODUCT NON-FUNCTIONAL:

- Manufacturing defects
- Handles that are ripped or torn and are no longer usable
- Zippers that can no longer be opened or closed
- Fabric tears that render the product non-functional

This limited lifetime warranty does not cover the following:

- “Cosmetic Damage” which is defined as pilling, catches in the fabric, stains, color changes, normal wear and tear, technological obsolescence, or other non-functional changes in the appearance of the product that occur during normal handling and use of Soft Goods by any party and which do not impair the functionality of the product.
- Changes in fabric that are inherent in the normal use of the Soft Goods, such as the softening of leather or catches in tweed fabric.
- Chipping of metal or painted elements in or on the Soft Goods.

- Replacement of any non-defective pieces in the product or set of products you purchased (for example, if you purchase a product with multiple components or pieces, such as a set of Packing Cubes, and only one component is defective, then we will only replace the defective component).
- Any Soft Goods (whether manufactured by Plevo or not) sold by resellers who are not authorized retailers.
- Soft Goods sold “as-is”, “preconditioned”, “reconditioned”, “used”, “comfort return”, “returned”, “previously owned”, or any other similar wording indicating that the Soft Goods are not “new” or of “first quality”, or has previously been purchased or used by another consumer.

In the event of a Defect, Plevo’s sole and exclusive liability and your sole remedy under this limited warranty will be, at Plevo’s option, to provide repaired or replacement Soft Goods, subject to your fulfillment of “Your Responsibilities” below. Replacement Soft Goods may be provided in a color different from the Soft Goods you originally purchased. For limited edition, discontinued or out-of-stock Soft Goods covered under the limited warranty, Plevo guarantees only replacement of a product with equal or greater retail value and does not guarantee replacement of the same limited edition, discontinued or out-of-stock item.

E. Your Responsibilities

In the event of a Defect and in order to get the benefit of this limited warranty, you must return your Soft Goods to Plevo and provide Plevo with proof of the original date of purchase. Should shipping costs be required to return your Soft Goods, you will not be responsible for those costs. Evidence of a Defect and any claims must be sent to the address set forth at the end of this limited warranty. Plevo will repair or replace (as applicable) and ship your Soft Goods back to you within 90 days of receiving your original Soft Goods. You will not be responsible for any shipping costs associated with shipping replaced or repaired Soft Goods.

Replaced or repaired Soft Goods are subject to the same limited warranty as the original Soft Goods for the remaining duration of the original warranty only.

F. Disclaimer, Limitation on Liability

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G7. You must seek arbitration for disputes arising out of this Limited Warranty prior to exercising any rights or seeking any remedies created by the Title I of the Magnuson Moss Warranty Act.

H. Governing Law and Forum Choice

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I. Warrantor

PLEVO, LLC (d/b/a Plevo)
650 NE 54 Street, Miami, FL 33138
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