

LIMITED WARRANTY*

HARDWARE:

Fossil, Inc. ("Fossil") warrants to the original end user ("You") that your Wrist PDA® with Palm OS® (the "Product") will be free from defects in workmanship and materials, under normal use, for one (1) year (ninety (90) days if you are a purchaser in North America, Central America or South America, two (2) years if you are a purchaser in a EU member state that has enacted into national law the EU Directive on Consumer Guarantees (99/44/EC)) from the original purchase date (the "Hardware Warranty Period").

Fossil warrants refurbished Products, marked and sold as such, for forty five (45) days (two (2) years if you are a purchaser in a EU member state that has enacted into national law the EU Directive on Consumer Guarantees (99/44/EC)) from the original purchase date (the "Refurbished Hardware Warranty Period").

SOFTWARE:

Fossil warrants to You that the Palm desktop organizer software, the Palm OS® software and any Fossil branded software will perform in substantial conformance to their program specifications for a period of ninety (90) days from the date of original purchase (two (2) years if you are a purchaser in a EU member state that has enacted into national law the EU Directive on Consumer Guarantees (99/44/EC)) (the "Software Warranty Period"). Fossil warrants the media containing software against failure during the Software Warranty Period. **FOSSIL MAKES NO WARRANTY OR REPRESENTATION THAT THE OPERATION OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL DEFECTS IN THE SOFTWARE PRODUCTS WILL BE CORRECTED.**

EXCLUSIONS:

The foregoing warranties exclude (1) physical damage to the surface of the Product, including cracks or scratches on the LCD touch screen or outside casing; (2)

replacement or repair of the strap, bracelet, or battery; 3) water related damage; 4) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to open, repair, or modify the Product or software, or any other cause beyond the range of the intended use; (5) damage caused by accident, fire, power changes, other hazards, or acts of God; or (6) use of the Product and/or software with any non-Fossil device or service if such device or service causes the problem.

Any other third party products, including software, included with the Product are not covered by the Fossil warranties outlined herein and Fossil makes no representations or warranties on behalf of such third parties. Warranties, if any, on such products are from the supplier or licensor of the product.

Only Product sold through authorized Fossil retailers will be repaired under the terms of this warranty.

EXCLUSIVE REMEDIES:

Fossil will repair or replace free of repair charges, Product that is defective in materials or workmanship under normal use. A dated receipt (proof of purchase) is required for any warranty repairs. In the U.S., a \$10.00 shipping and handling fee will apply for all warranty and non-warranty repairs. Fees and repair charges will vary outside the U.S.

Replacement Products or parts may be new or reconditioned or comparable versions of the defective item. Fossil warrants any replaced or repaired product, part, or software for a period of forty five (45) days from shipment, or through the end of the original warranty, whichever is longer. A shipping and handling fee will apply for all replacements.

OBTAINING WARRANTY SERVICE:

You must contact a Fossil Technical Support or Customer Service Center within the applicable Warranty Period to obtain warranty service authorization. In the United

States or Canada, call (866) 974-7873. For all other countries, refer to Fossil's web site at www.fossil.com/pda-intl to obtain the contact phone number for the closest Technical Support or Customer Service Center.

Do not send in original packaging as it will not be returned. We highly recommend you insure your parcel shipment since you are liable for getting the watch to our service center. You are also responsible for adequately protecting the watch during shipment. The service center is not responsible for product lost in transit.

All Products or parts that are replaced become the property of Fossil.

Fossil shall not be responsible for your software, firmware, information, or memory data contained in, stored on, or integrated with any products returned to Fossil for repair, whether under warranty or not. The repair and replacement process for products or parts in locations outside of the United States will vary depending on your location.

WARRANTIES EXCLUSIVE:

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED BY FOSSIL AND ITS SUPPLIERS.

LIMITATION OF LIABILITY:

FOSSIL AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND OR FOR LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA (INCLUDING DATA USE), COSTS FOR

RECOVERING SUCH INFORMATION OR DATA, COSTS OF SUBSTITUTE PRODUCTS/SOFTWARE OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE OR USE OF THIS PRODUCT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR ANY OTHER THEORY, EVEN IF FOSSIL OR ITS SUPPLIERS OR A REPRESENTATIVE THEREOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY LIMITED REMEDY SPECIFIED HEREIN IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. FOSSIL'S AND ITS SUPPLIERS ENTIRE LIABILITY SHALL BE LIMITED TO REPLACEMENT, REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT FOSSIL'S SOLE OPTION.

DISCLAIMER:

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages so the above limitations and exclusions may be limited in their application to you. When implied warranties may not be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights; you may have other rights that may vary depending on local law. Your statutory rights are not affected.

GOVERNING LAW:

This Limited Warranty shall be governed by the laws of the State of Texas, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

*This warranty is subject to change at any time. Please visit our web site at www.fossil.com/pda-intl to view the most current version of the warranty.