



# Magic Leap 1 Warranty Policies

Last Revised: April 11, 2021

What can we help with?

- [One-Year Limited Warranty Policy](#)
- [Extended Warranty Policy US Only](#)
- [Special Terms for our International Friends](#)
- Return Policy

Magic Leap's One-Year Limited Warranty Policy applies to all devices and accessories that are manufactured by Magic Leap (each, a "**Product**"), whether such Products purchased from Magic Leap or from one of our authorized retailers or resellers. In addition, Magic Leap offers an Extended Warranty Policy (in the United States only), which may extend warranty coverage on all such Products.

Magic Leap is based in the U.S., but is excited to welcome (with a special "cheers," "bonjour," and "guten tag") residents of jurisdictions where we make Products available for commercial sale (our "**International Friends**"). Your particular country or jurisdiction may have enacted certain laws, statutes, or other legislation that apply to your order and which cannot be derogated from by contract. We want to be crystal clear — nothing in these policies affects your legal rights under the laws applicable in your country or jurisdiction. We've noted below where our International Friends may be entitled to different or additional terms based on applicable laws (referred to as the "special terms" throughout these policies and in our other agreements for our platform). You can find the [special terms](#) that may apply to our International Friends at the end of these policies.

## One-Year Limited Warranty Policy

Magic Leap offers a one (1) year limited warranty ("**Warranty**") on all Products. This Warranty is valid and enforceable only if you



purchased a new Product from us or from one of our authorized retailers or resellers in a jurisdiction in which we sell Products and the Product was originally sold to you in its original, sealed packaging. Do not use a Product until you have read the terms of this Warranty.

**Coverage.** This Warranty is your exclusive remedy for defective workmanship or materials in your Product. Magic Leap warrants that the hardware will be free from manufacturing defects and, under its intended and ordinary consumer use, will function substantially in accordance with Magic Leap's technical specifications or documentation ("**Warranted Functionality**") for a period of one (1) year from the date your Product was delivered to you or picked up by you (the "**Warranty Period**").

### **How To Start a Warranty Claim.**

To get a Warranty claim started:

- Contact Customer Care.** Visit our [Customer Care site](#). There, you'll find specific instructions about how to begin a Warranty claim. Please have your order number, the Product serial number, and your proof of purchase handy.
- Backup and Reset your Product.** Before you ship your Product back to us for a Warranty claim, please remove any peripheral items that may be plugged into your Product, backup any content (including photos, videos, and software) and/or data on your Product, and factory reset it, if applicable. Visit our [Customer Care](#) for help performing these steps.
- Prepare your Product for Shipment.** Pack your Product in the shipping materials (e.g., a shipping box or shipping label) we provide you to deliver your Product back to us. Once we receive your Product, we'll determine if it has a defect or malfunction covered by our Warranty.

If we replace your Product, we won't transfer any content or data from your original Product to your replacement Product. You may be able to restore your profile information once you register your replacement Product with your Magic Leap ID account. Magic Leap is not responsible for any content or data that is lost or reformatted.

**Warranty Service.** If you start a warranty claim and we confirm that your Product does not perform according to its Warranted Functionality, we'll replace, repair or refund it (in our discretion). If we replace or repair it, we'll make sure it performs substantially in accordance to our Warranted Functionality. We may replace or repair it using new, refurbished, or remanufactured hardware and materials (in our discretion). If we replace or repair your Product, we warrant that the replacement or repaired Product will be materially free of faulty materials or workmanship for the remainder of your original Warranty Period or for 30 days after the replacement or repaired Product is delivered to you, whichever is later.

**Transfer.** This Warranty is solely for you as the end-user of your Product. You cannot assign or transfer this Warranty to anyone, including a subsequent purchaser, friend, or family member.



**Items Outside of this Warranty.** Except as expressly set forth herein, this Warranty does not cover (and Magic Leap is not responsible for):

- 1. Excluded Products**, which include (a) resold Products, (b) Products purchased outside the jurisdictions where Magic Leap sells Products, (c) Products not purchased directly from us or one of our authorized retailers or resellers, (d) hardware or accessories not manufactured by Magic Leap, even if bundled or sold with Magic Leap hardware, or (e) software, (including the firmware and any applications installed on your Product), whether licensed from Magic Leap or any third party, which may be covered by the applicable version of our Lumin Software End User License Agreement or another software license
- 2. Misuse of Products**, which includes (a) damage to the Product or loss of the Product resulting from an accident, theft, improper storage, misuse or abuse, mishandling, neglect, physical or electric modifications, exposure to water or other liquids, exposure to moisture, exposure to extreme conditions (e.g., heat, dirt or sand), (b) use with an unsuitable product not sold or licensed by Magic Leap, (c) use with inadequate ventilation, (d) use by children under 14, (e) circumvention of our security mechanisms, (f) reverse engineering, (g) defects or damage from viruses or other software problems introduced into the Product, (h) defects or damage caused by unauthorized repairs, and (i) any other use that is not in compliance with the recommendations in this document, our online materials, related documentation, and other user materials made available to you. We presume any cosmetic damage (e.g., scratches) resulted from misuse, abuse, or failure to operate the Product as instructed.
- 3. Wear and Tear of Products**, which includes damage resulting from normal wear and tear and normal depletion of parts (e.g., batteries) unless occurring due to defective workmanship or materials in the hardware of your Product. For example, only batteries that leak or exhibit fully charged capacity below a certain threshold of the actual rated capacity will be considered defective for purposes of this Warranty.

**Voided Warranty.** This Warranty will be void and your Product will be ineligible for authorized repair (even for a fee) if you (a) circumvent any of our security mechanisms, (b) resell your Product, (c) remove the serial number or any legal notices from the Product, (d) use the Product in violation of any laws or your agreements with us, or (e) violate the [How to Start a Warranty Claim](#) instructions in this Warranty or any instructions provided by our Customer Care team.

**Disclaimer and Limited Liability.** Nothing in this section will limit or exclude liability that cannot be limited or excluded under applicable law. For our International Friends, that means this section may not apply to you. Please refer to the [special terms](#) below for provisions that may apply in your jurisdiction.

YOU UNDERSTAND AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MAGIC LEAP PROVIDES FOR THE PRODUCTS, AND THE ABOVE REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MAGIC LEAP EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING



EXPRESS, IMPLIED OR STATUTORY, REGARDING THE PRODUCTS, INCLUDING BUT NOT LIMITED TO THE WARRANTY OF MERCHANTABILITY, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

YOU UNDERSTAND AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MAGIC LEAP IS NOT LIABLE TO YOU:

(a) UNDER ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT (INCLUDING NEGLIGENCE), OR LOSS OF, DAMAGE TO, COMPROMISE OR CORRUPTION OF DATA), OR (b) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY YOU IN CONNECTION WITH THE PRODUCTS OR THIS WARRANTY, INCLUDING BUT NOT LIMITED TO ANY LOSS OF DATA OR ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCTS, WHETHER OR NOT MAGIC LEAP HAS BEEN ADVISED 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, MAGIC LEAP'S TOTAL LIABILITY IN CONNECTION WITH THE PRODUCTS OR THIS WARRANTY WILL NOT EXCEED THE AMOUNT YOU ACTUALLY PAID MAGIC LEAP, OUR AFFILIATES OR OUR AUTHORIZED RETAILERS FOR THE PRODUCTS.

If your jurisdiction gives you any implied warranty, then to the maximum extent permitted by applicable law, the duration of such implied warranty is limited to the Warranty Period. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so this limitation may not apply to you. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Any customer support we elect to provide is provided "as-is" and without warranty of any kind.

**Your Rights.** This Warranty gives you specific legal rights. You may also have other rights based on your jurisdiction. This Warranty does not affect the rights you're provided by your jurisdiction concerning the sale of consumer goods. International Friends, see our [special terms](#) for more details.

**No Modification.** No employees or representatives of Magic Leap (or its affiliates or any third party) are authorized to modify this Warranty. If any term of this Warranty is held to be unenforceable, the remaining terms of this Warranty will remain in full force and effect.

**Repairs Outside of Warranty.** If you purchased a new Product from us or from one of our authorized retailers or resellers and your Product is not covered by this Warranty, please contact our [Customer Care](#) team. While we cannot accept a return or exchange, we may be able to send you a quote for repairing your Product. Most importantly, we want to know what happened and make sure you're happy with your experience. To that end, we



reserve the right to keep your Product if you elect not to pay for a repair and we determine (in our discretion) the Product is a safety hazard or cannot be used as intended without repair.

**No Insurance.** This Warranty is not insurance and does not cover any perils (e.g., fire, theft or loss). At this time, we do not offer insurance. If you purchase a separate insurance policy for your Product from a third-party insurer, please coordinate reimbursement directly with the third party providing you insurance.

## Extended Warranty Policy (US Only)

In parallel, Magic Leap partners with Mulberry to offer customers in the United States an optional 2 year extended warranty. Should you choose to purchase a Mulberry extended warranty plan, that extended warranty does not replace this Warranty, but is in addition to this Warranty. Mulberry's terms and conditions for the Extended Warranty Powered by Mulberry are available [here](#)

## Special Terms for our International Friends

Hey, International Friends! These special terms set forth additional rights and supplemental terms that may apply to you and your Product. If there is a provision in these policies that is inconsistent with these special terms, the applicable special terms for your jurisdiction will apply.

### European Union

**General.** If you are a resident in the United Kingdom ("UK") or the European Union (collectively, "**EU Customers**") you have certain rights in relation to the things you buy, and to the legal liability of others, which are provided by both national and EU or UK law and which may apply regardless of the provisions set out in the Warranty above. Please review the applicable section below for more information.

**France.** If you are an EU Customer who is a resident of France and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), the following special terms also apply:

- The following statutory warranties apply in addition to (and regardless of) the rights granted to you in the policies above:
  - We are liable for any non-conformity of the Products



- ordered under the Warranty (Articles L. 217-4 to L. 217-16 of the French Consumer Code, provided below) and any hidden defects in the conditions set forth in Articles 1641 to 1648 and 2232 of the French Civil Code.
- You may decide to enforce your rights granted by this statutory warranty against hidden defects within the meaning of Article 1641 of the French Civil Code. In such a case, you may choose between the rescission of the sale or a reduction of the sale price in accordance with Article 1644 of the French Civil Code.
- If you bring a claim on the basis of a statutory warranty of conformity, you:
  - have the right to bring an action within a period of two years following the delivery of the Product;
  - may choose between the repair or replacement of the Product, provided that your choice does not lead to a manifestly disproportionate cost in relation to the other option, given the value of the product or the extent of the defect; and
  - are not required to provide proof of the existence of the Product non-conformity during a period of 24 months following delivery of the Product.
- Relevant Articles of the French Consumer Code are provided below:
  - Article L. 217-4: The seller is required to deliver a product which is conformed to the contract and is held liable for any lack of conformity which exists upon delivery. He is also held liable for any lack of conformity caused by the packaging or the assembly instructions, or the installation if he assumed responsibility therefor or had it carried out under his responsibility.
  - Article L. 217-5: To be conformed to the contract, the product must be suitable for the purpose usually associated with such a product and, if applicable: correspond to the description given by the seller and have the features that the seller presented to the buyer in the form of a sample or model; have the features that a buyer might reasonably expect it to have considering the public statements made by the seller, the producer or his representative, including advertising and labelling; or have the features defined by mutual agreement between the parties or be suitable for any special requirement of the buyer which was made known to the seller and which the latter agreed to.
  - Article L. 217-12: The claim resulting from the non-conformity lapses two years after delivery of the product.
  - Article L. 217-16: When the buyer, during the term of the commercial warranty provided by the seller, asks that the seller repairs the product, any immobilization period of at least 7 days shall be added to the remaining term of the warranty. This 7 day period starts from the date of the consumer's request or at the date where the product has been handed to the seller for repair, if this date occurs after the consumer's request for repair.
- Relevant Articles of the French Civil Code are provided

- \* — below for your reference:
  - Article 1641: A seller is bound to a warranty as to hidden defects of the thing sold which render it unfit for the use for which it was intended, or which so impair that use that the buyer would not have acquired it, or would only have given a lesser price for it, had he known of them.
  - Article 1648 §1: The action resulting from hidden defects must be brought by the buyer within two years following the discovery of the defect.
- Only the following limitations of liability apply (to the extent permitted by law):
  - We are responsible for loss or damage you suffer that is a foreseeable result of our breach of the terms of the Warranty or our negligence. We are not responsible for any loss or damage that (a) it not foreseeable, beyond our control and which we cannot avoid through appropriate actions or (b) which is caused by your breach of the terms of Magic Leap's policies. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that you purchased the Product.
  - Nothing in Magic Leap's policies limit Magic Leap's liability to compensate you for losses you suffer because of a breach of any of Magic Leap's obligations.
  - Pursuant to Article L. 213-1 of the French Consumer Code, you are entitled to request access to all agreements entered into with you for a value of €120 or more. Your right to access such agreements may be exercised at any time by contacting [legal@magicleap.com](mailto:legal@magicleap.com).

**Germany.** If you are an EU Customer who is a resident of Germany and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), the following special terms also apply:

- The German statutory law provisions on representation and warranties apply in addition to (and regardless of) the rights granted to you in the policies above. No provision of such policies should be understood as a promise of a guarantee, except where specifically named as such.
- Only the following limitations of Magic Leap's liability apply (to the extent permitted by law):
  - Magic Leap shall be liable to you under these policies in accordance with the following provisions: (a) Magic Leap shall be liable for losses caused intentionally or with gross negligence by Magic Leap, (b) Magic Leap shall be liable for damages to life, body or health caused with intent or negligence of Magic Leap, its legal representatives or vicarious agents, (c) Magic Leap shall be liable in accordance with the German Product Liability Act in the event of product liability or any other liability that may not be restricted or excluded pursuant to German law, (d) Magic Leap shall be liable for losses caused by the slightly negligent breach of its primary obligations by Magic Leap, its legal representatives or vicarious agents. Primary

- ✖ — obligations are such duties which form the essence of the policies, which were decisive for the conclusion of the Agreement and on the performance of which you may rely (so called 'cardinal duties'), Magic Leap's liability in this regard is limited to damages which are typical and foreseeable at the time you agreed to the terms of these policies, and (e) Magic Leap shall be liable for loss of data only up to the amount of typical recovery costs that would have arisen if proper and regular data backup measures had been taken.

**Italy.** If you are an EU Customer who is a resident of Italy and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), the following special terms also apply:

- The warranty rights referred to in the policies above are in addition to the statutory rights and remedies available to you under Part IV, Title III, Chapter I of the Italian Legislative Decree no. 206 of September 6, 2005 ("**Italian Consumer Code**").
- Per Section 130 of the Italian Consumer Code, in case of a lack of conformity, you may request Magic Leap to repair or replace the defective Product free of charge and at your discretion (unless the remedy you request is disproportionately more expensive than the other option or is impossible to implement).
- You may require an appropriate reduction in the price of a Product or require termination of the sale if one of the following circumstances occurs: (a) the repair or replacement is impossible to implement or disproportionate, (b) Magic Leap has not completed the repair or replacement within a reasonable period of time, or (c) the repair or replacement previously carried out caused you significant inconveniences.
- Per Section 132 of the Italian Consumer Code, for 26 months from the date the Product was delivered to you, Magic Leap will be held liable vis-à-vis you if (a) a lack of conformity becomes apparent within two years from the date the Product was delivered, and (b) you notify Magic Leap about the lack of conformity within two (2) months from detecting the defect. If the defect appears in the last month of the applicable warranty period, you will have two additional months to notify Magic Leap about the lack of conformity.
- The Italian Consumer Code considers Products in conformity with the sale if: (a) they fit for the purposes for which products of the same type are normally used, (b) they comply with the description Magic Leap provides and have the qualities of products that Magic Leap presents to you as a sample or model, (c) they show the quality and performance that are normal in products of the same type and which you can reasonably expect, given the nature of the products and taking into account any public statements on specific characteristics of the products made about them by Magic Leap or a Magic Leap representative, particularly in Magic Leap advertisements or labels, and (d) they fit for any particular purpose for which you require them and that were made known to Magic Leap at the time the sale was made and which Magic Leap accepted (implicitly or





expressly).

**Spain.** If you are an EU Customer who is a resident of Spain and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), the following special terms also apply:

- Notwithstanding the above Disclaimer and Limited Liability sections in the policies, (a) Magic Leap does not limit or exclude any liability for defective Products under Articles 128 and 134 of the Spanish Customer Protection Act (“SPCA”), and (b) per SPCA Article 123, you have two years from the delivery of a Product to obtain a repair or replacement of such Product.
- Notwithstanding the above Warranty Service section in the policies, (a) per SPCA Article 119, you may choose between a replacement device or a repair, unless one of the options is disproportionately more expensive than the other option or impossible to implement, and (b) per SPCA Article 120(c), if we replace or repair your Product, we warrant that the replacement or repaired Product will be materially free of faulty materials or workmanship for the remainder of your original Warranty Period or for six months following delivery of the repaired Product (whichever is greater), and (iii) per SPCA Article 120(c), there is a presumption that a lack of conformity in a Product is due to the same cause when defects in the Product are the same as those that required the initial repair or replacement.

**UK.** If you are an EU Customer who is a resident of the UK and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), the following special terms also apply:

- The UK statutory rights with respect to Product quality apply in addition to (and regardless of) the rights granted to you in the policies above.
- We are under a legal duty to supply you Products that are in conformity with our Terms of Sale. In addition to any other rights you may have, as set out above, you have the benefit of other legal rights in connection with the goods, services and digital content that you buy from us, which provide protection if there are defects or errors.
- The following is a brief summary of key UK statutory rights with respect to Product quality (subject to exceptions). If you purchase a Product, it must be as described, fit for purpose and of satisfactory quality when you receive it. If it is not then, during the first 30 days after delivery, you are entitled to reject the Product and claim a refund. If the first 30 days after delivery have elapsed, you can alternatively ask for a defective Product to be repaired or replaced, and if the repair or replacement is not successful you can claim a refund (or a price reduction if you wish to keep the Product). For more detailed information about your rights and exceptions to those rights please contact Citizens Advice or another legal/consumer affairs adviser in the UK.

- Only the following limitations of Magic Leap’s liability apply (to the extent permitted by law):
  - Subject to the provisions below, Magic Leap shall not be responsible for any loss or damage you may suffer if the loss or damage was: (a) not caused by any breach or failure by Magic Leap, (b) not reasonably foreseeable to both you and Magic Leap, or (c) caused by events which neither Magic Leap nor its suppliers could have foreseen or forestalled even if Magic Leap or they had taken reasonable care;
  - Magic Leap shall not be liable for any loss of revenue, profits, sales, commercial opportunity, anticipated savings, wasted expenditure, data or goodwill or any business-related damages, costs or losses;
  - Magic Leap does not limit or exclude any liability Magic Leap may have to you for death, or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors, for fraud or fraudulent misrepresentation, for breach of the legal rights summarised above in this UK section of the special terms, or for defective products under the Consumer Protection Act 1987, or for any liability that cannot be limited or excluded by law; and
  - Magic Leap will not be liable for damage to your device which you could have avoided by following Magic Leap's advice to apply a free update, patch or replacement or for damage which was caused by you failing to correctly follow installation instructions or minimum system requirements advised by Magic Leap.

## Japan

If you are an EU Customer who is a resident of Japan and qualify as a consumer (i.e., you are a natural person who enters into this Agreement for purposes that predominantly are outside your trade, business or profession), the following special terms also apply:

- Magic Leap does not limit or exclude any liability for Products under the Consumer Contract Act (Act No.c61 of 2000).

**Our Address.** Magic Leap, Inc., 7500 West Sunrise Blvd., Plantation, Florida 33322 USA.

## Archived Policies

- Magic Leap Return and Warranty Policies (August 8, 2018-July 22, 2019)
- Magic Leap Return and Warranty Policies (July 22, 2019-December 10, 2019)
- Magic Leap Return and Warranty Policies (December 10, 2019-March 16, 2020)
- Magic Leap Warranty Policies (March 16, 2020-April 11, 2021)