United States Limited Warranty

Newell Europe Sàrl (referred to herein as Waterman) warrants to the original end user purchaser that its Waterman pen purchased in the United States of America ("Product(s)") will be free from defects in materials and workmanship for two years from the date of purchase or delivery (whichever occurs later).

Because Waterman cannot control the quality of Products sold by unauthorized sellers, including unauthorized online marketplace sellers, this warranty applies only to Products that were purchased from Waterman or a Waterman authorized seller in the United States, unless otherwise prohibited by law. Waterman reserves the right to reject warranty claims for Products purchased from unauthorized sellers (including unauthorized online marketplace sellers).

This warranty does not cover routine maintenance or damage resulting from the failure to maintain the product in accordance with instructions provided by Waterman. This warranty also does not cover ordinary wear and tear arising from use of the product, damage that may arise from accidental or intentional misuse or abuse, alteration, or customization. This warranty also does not cover damage that is caused by the use of non-Waterman ink.

Warranty Claim Process and Warranty Remedies:

- Contact Us: If you believe your product has a defect, reach out to us. You can either fill out the Waterman <u>Contact-Us</u> form on our website or call our Consumer Care team at 800-237-8736 / Mon–Fri, 8:00 AM–5:00 PM EST.
- 2. **Describe the Issue**: When you get in touch, describe the problem you're facing with your product. Be as detailed as possible about the alleged defect.
- 3. **Proof of Purchase**: We'll ask you to provide proof of purchase and delivery. This helps us verify when and where you bought the product and when you received it. You can upload this in the Contact Us form.
- 4. **Product Photos**: You'll also need to upload or send us photos of your product. These images help us understand the issue better. You can upload this in the Contact Us form.
- 5. **Troubleshooting**: Once we have gathered all the necessary details regarding your inquiry or the issue you are experiencing, our representative will guide you through a series of steps to help address the problem and work to ensure that your product functions properly. If the troubleshooting steps do not resolve the issue, you can proceed to making a warranty claim.
- 6. Repair or Return: Depending on the situation, we might ask you to mail your product to us for repair. If so, our Consumer Care team will give you a Return Merchandise Authorization (RMA) number. You will be provided with the prepaid shipping label to print at home. Return your product to Waterman using the shipping label provided. You will need to print three copies of the international invoice provided and either attach them on the outside of the package or hand them to the UPS employee. Please do not amend the existing invoice or try to fill

- out the blanks. This may cause a delay in our service or result in extra charges due to customs..
- 7. **Shipping Tips**: Please do not return your product in its original gift box and pack it securely in the bubble wrap. Please note, that in the case of a leaking refill, the original refill/converter must be returned within the pen. If the original refill/converter is not provided, a quotation will be issued for the repair.
- 8. Claim Acceptance, Repair Assessment, and Quotation: You will be informed by email once your product is received in our repair center. We usually need 2-3 business days to assess the received product. After the assessment, one of the following will occur:
 - a) If the warranty claim is accepted and we can repair your product, we will repair your product. In this case, your product will be repaired free of charge and we will ship it back to you free of charge to the address provided.
 - b) If the warranty claim is accepted but we cannot repair your product, we will replace your original product free of charge by an equivalent writing instrument (with your acceptance of the equivalent replacement product) and ship the replacement product back to you to the address provided. In this case, your original product will be retained by the repair center.
 - c) If the warranty claim in not accepted but we can repair your product, you will receive a repair quotation by email, and you will have two options:
 - 1. You can accept the repair quotation by clicking "View Quote" and then selecting "Accept Quote" and pay the repair fees using the payment link provided. Once the payment is accepted, we will proceed with the repair and your repaired product will be returned to you to the address provided. In case of spare part exchange, we will return the original spare part back to you with the repaired writing instrument.
 - You can reject the repair quotation by clicking "View Quote" and then selecting "Reject Quote." In the case of a rejected quotation, your writing instrument will be shipped back to you free of charge to the address provided.
 - d) If the warranty claim is not accepted and we can't repair your product, you will receive a discount code to purchase a new writing instrument through our Consumer Care team. In order to redeem a discount code, you will need to contact the Consumer Care team and choose the product from the list provided.

Remember, don't send products to us without prior authorization and an RMA number. We'll review and process your warranty claim based on the product you provide. Thank you for choosing our products!

Disclaimers:

There are no warranties which extend beyond those stated herein. ANY IMPLIED WARRANTIES THAT MAY BE APPLICABLE TO PRODUCTS, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. Some States do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. UNDER NO CIRCUMSTANCES SHALL WATERMAN BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED UPON BREACH OF THIS LIMITED WARRANTY, BREACH OF CONTRACT, OR STRICT LIABILITY. Some States do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

Purchasing From Authorized Sellers:

If you have any questions about whether a seller is authorized, please reach out to us using our <u>Contact-Us</u> form on our website or call our Consumer Care team at 800-237-8736, Mon–Fri, 8:00 AM–5:00 PM EST.

This warranty is provided by Newell Europe Sàrl, Chemin de Blandonnet 8, Vernier 1214 Switzerland.

Requesting a Copy of This Warranty:

If you would like a physical copy of this Limited Warranty, feel free to print this webpage or call us at 800-237-8736, and we'd be happy to send you a copy. Please note that the information you share with us here is for internal use ONLY and is not sold or distributed outside the company. **Click here** for detailed information on our privacy policy. This warranty supersedes any warranty statements that may be printed in product manuals or product packaging.

Last Updated: May 17, 2024

Warranty FAQs

1. What is a marketplace seller?

The term "marketplace seller" refers to an individual or organization that sells products to end users on an online marketplace platform, such as Amazon, Walmart, or eBay.

2. Who is an authorized marketplace seller?

An authorized marketplace seller refers to a seller or vendor who has been granted official permission or authorization by Newell Brands to sell Waterman products on a specific online marketplace platform. If you have any questions about how to buy from our authorized sellers, please use our Contact-Us form on our website or call our Consumer Care team at 800-237-8736 / Mon–Fri, 8:00 AM–5:00 PM EST.

3. What is an unauthorized seller?

An unauthorized seller refers to an individual, business, or entity that sells products without the proper authorization or approval from Newell. These sellers operate outside the authorized distribution channels established by Newell, often obtaining products through diversion or other unauthorized means. Unauthorized sellers are not subject to Newell's important quality measures and customer service standards.

4. Why buy from authorized sellers?

Purchasing from authorized sellers offers several crucial benefits, including but not limited to:

- Product authenticity and quality assurance: Authorized sellers provide genuine, brand-new products. They are subject to quality standards and customer service standards and are best equipped to ensure that items are free from damage or other quality issues.
- Trust and customer confidence: Unauthorized sellers may misrepresent products, leading to negative customer experiences. When you buy from authorized sellers, you can trust that you are getting what you paid for.
- Consistent and accurate service: Authorized sellers follow guidelines for product handling and customer service. Whether you shop online or offline, shopping from our authorized sellers helps ensure you will receive consistent and accurate support and assistance.

5. What is covered by this warranty?

This warranty provides that Waterman pens purchased in the United States of America from authorized sellers are free from material and workmanship defects for the warranty durations set forth in the warranty statement.

6. What is not covered by this warranty?

- **Normal wear and tear:** Any indications of regular wear resulting from standard usage over time.
- Accidental damage: Incidental occurrences and accidental damage.
- **Customization:** Damage resulting from customizing the product.
- **Misuse or abuse:** Damage resulting from using the product in a way that is not intended.

Non-Waterman Ink Refills: Damage caused by the use of inks or refills from brands other than Waterman.