



ONE YEAR LIMITED WARRANTY

This Limited Warranty provides for specific legal rights with respect to your NOOK® device. Please review it carefully. You may also have other rights, which vary from state to state.

WHAT WARRANTIES APPLY TO MY NOOK?

What is Covered?

This Limited Warranty covers your NOOK. For purposes of this Limited Warranty, "NOOK" means only the hardware comprising: (i) your NOOK device; and (ii) the peripherals included in the packaging with your NOOK device.

Express Warranty

Subject to the terms and conditions of this Limited Warranty, barnesandnoble.com llc ("B&N") warrants to the original retail purchaser only ("you") that your NOOK will be free from defects in materials and workmanship under normal consumer use for a period of one (1) year from the date of original retail purchase (the "Warranty Period"). This express warranty is not transferable to subsequent owners of the product. If your NOOK was originally purchased by someone else as a gift for you, as shown by a gift receipt, you will be considered the "original retail purchaser" of that NOOK.

Implied Warranty

You may also have implied warranties under the laws of some jurisdictions. To the extent permitted by applicable law, such implied warranties are limited to the duration of the Warranty Period. Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you. You may not assign or otherwise transfer such implied warranties. However, some jurisdictions extend the protection of implied warranties to subsequent consumers, so this limitation may not apply to you.

HOW DO I MAKE A WARRANTY CLAIM OR OTHERWISE ARRANGE FOR THE RETURN OF MY NOOK?

To make a warranty claim or arrange for the return of your NOOK pursuant to the NOOK TERMS OF SERVICE, you must contact B&N at one of the following numbers during the Warranty Period:

- Within the United States - 1-800-THE-BOOK (843-2665)
- Outside the United States - +1-201-438-1834

HOW DO I RETURN MY NOOK TO B&N?

When you contact B&N at one of the numbers above, B&N will provide instructions to you as to how and where to return your NOOK. Your NOOK must be shipped, prepaid and insured, in appropriate protective packaging, together with proof of purchase and the Return Authorization Number provided by B&N, to the address specified by B&N. You must return your NOOK within the timeframe provided by B&N. You may also be required to provide a credit card to obtain an advance replacement before B&N receives your NOOK at its returns center.

All returned NOOKs become the property of B&N.

Before you send your NOOK to B&N, it is your responsibility to back up any data, software or files stored on your NOOK because B&N will only return your NOOK to you if it is not covered by this Limited Warranty and B&N has not provided an advance replacement. B&N is not responsible for any loss of your data, software or files or for the cost of backing up your data, software or files.

If you do not comply with the terms above or with B&N's instructions, there may be delays in service or you may incur additional expenses. In particular, if you do not return your NOOK within the timeframe specified by B&N, B&N reserves the right to charge you the purchase price for a replacement NOOK. You will be solely responsible for any cost, expense, loss or the like relating to your failure to comply with such terms or B&N's instructions.

B&N DOES NOT PROVIDE, AND HEREBY DISCLAIMS, ANY EXPRESS OR IMPLIED WARRANTIES REGARDING ITS WARRANTY SERVICES, INCLUDING, WITHOUT LIMITATION, ALL DUTIES (IF ANY) OF WORKMANLIKE EFFORT AND OF REASONABLE CARE.

IF I MAKE A WARRANTY CLAIM, WHAT WILL B&N DO WHEN IT RECEIVES MY NOOK?

When B&N receives your NOOK, it will examine it and determine whether it is covered by this Limited Warranty. If, upon examination, B&N determines that your NOOK is covered by this Limited Warranty, B&N will, within a reasonable period of time, at B&N's option and in its sole discretion, and at no additional charge, do one of the following:

- replace your NOOK with a new or refurbished model; or
- refund the purchase price you paid for your NOOK.

If B&N replaces your NOOK, B&N will bear the cost of sending a replacement NOOK to you, freight prepaid.

THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY OR FOR ANY OTHER CLAIMS OTHERWISE RELATING TO THIS LIMITED WARRANTY.

WHAT WILL BE THE WARRANTY PERIOD IF MY NOOK IS REPLACED?

If your NOOK is replaced during the Warranty Period, it will be covered by this Limited Warranty for the remainder of the original Warranty Period or ninety (90) days from the date of shipment of the replaced NOOK, whichever is longer.

WHAT IF MY NOOK IS NOT COVERED BY THIS LIMITED WARRANTY?

If your NOOK is not covered by this Limited Warranty, B&N will return your NOOK to you, at your expense, or will charge your credit card for any advance replacement NOOK provided to you.

WHAT IS NOT COVERED BY THE WARRANTY?

This Limited Warranty does not cover damage or malfunctions caused by accident, disaster, misuse (including any use in a manner contrary to the instructions contained in any user guide or on the packaging of the device), abuse, negligence or other external causes; third-party products; Internet or telecommunications failures; commercial use; unauthorized opening, use, service, tampering, alteration, repair or modification; or inadequate packing or shipping procedures. This Limited Warranty also does not cover cosmetic damage or normal wear and tear. This Limited Warranty does not apply to NOOKs sold as used, refurbished or reconditioned, except to the extent that such NOOK is a certified pre-owned NOOK that was purchased directly from B&N or from a B&N authorized reseller of certified pre-owned NOOKs. This Limited Warranty will be void if the Serial Number on your NOOK has been removed, tampered with or defaced or if your NOOK has been opened or serviced without authorization, tampered with, altered or modified. Please note that opening the back cover of your NOOK to change the battery, external SD card or back cover will void this Limited Warranty, except to the extent that such opening is done through a customer-accessible opening and in accordance with the instructions provided with the NOOK.

This Limited Warranty applies to your NOOK only (i.e., the hardware), and not to the software within your NOOK. Please refer to the NOOK TERMS OF SERVICE for your rights and remedies with respect to such software.

Similarly, this Limited Warranty does not cover downloaded data or materials, or accessories and peripherals, except as expressly provided above.

WHAT OTHER LEGAL TERMS APPLY TO THIS LIMITED WARRANTY?

Disclaimer

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE EXTENT PERMITTED BY APPLICABLE LAW, B&N SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES AND CONDITIONS NOT EXPRESSLY PROVIDED FOR IN THIS LIMITED WARRANTY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SECURITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS.

Modification

No employee or representative of B&N or its affiliates or any third party is authorized to make any modification, extension or addition to this Limited Warranty. If any term of this Limited Warranty is held to be illegal or unenforceable, the remaining terms of this Limited Warranty will remain in full force and effect.

Exclusion of Indirect Damages

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER B&N NOR ITS AFFILIATES NOR ITS LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR OTHER INDIRECT DAMAGES ARISING FROM, RELATING TO OR CONNECTED WITH YOUR PURCHASE OR USE OF YOUR NOOK, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUE OR LOST DATA, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, TORT, CONTRACT, STRICT LIABILITY, PRODUCT DEFECT OR MISREPRESENTATION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you.

Applicable Law

This Limited Warranty is valid only in the United States of America. The laws of the State of New York, U.S.A. will apply to this Limited Warranty, though the laws of your state of residence may apply to any tort claims and any claims under any consumer protection statutes, as provided under applicable law.