

LIMITED WARRANTY

IMPORTANT! Registration of Limited Warranty Rights

In order to protect and preserve Your limited warranty rights, please go to lifesmartproducts.com/warranty-registration/ and register Your new Product. Failure to do so may result in significant service delays when you have a Claim.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS LIMITED WARRANTY ("AGREEMENT") GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

KEY TERMS: Throughout this Agreement, the following capitalized words have the stated meaning:

1. **"Warrantor"**: Lifesmart 339 N. Berry St., Brea CA 92821; 657-341-0362
2. **"You, Your, Purchaser"**: the individual that purchased the Product who is to receive any benefit pursuant to the terms and conditions of this Agreement.
3. **"Retailer"**: the seller of the Product that is covered under this Agreement.
4. **"Agreement"**: this document, which describes the terms, conditions, requirements, limitations and exclusions with regard to Your Product.
5. **"Product"**: the eligible Lifesmart Product purchased from the Retailer that is to be covered under this Agreement.
6. **"Original Purchase Price"**: the amount paid by the Purchaser to the Retailer (excluding any taxes and/or fees) for the Product (as evidenced on Purchaser's original sales receipt).
7. **"Breakdown"**: the mechanical or electrical failure of the covered Product to perform its intended function due to defects in materials or workmanship.
8. **"Reasonable Precaution"**: all measures that would be sensible for a person to take in order to protect their Product from circumstances that would cause damage and/or failure of the Product.
9. **"Commercial Use"**: Products that have been specifically manufactured for commercial use as well as any product used for non-residential use; including rental, business, educational, institutional and/or heavy industrial use. **COMMERCIAL USE IS NOT COVERED.**
10. **"Abuse"**: the intentional treatment of the Product in a harmful, injurious, malicious or offensive manner which results in damage and/or failure. **ABUSE IS NOT COVERED.**
11. **"Cosmetic Damage"**: damages or changes to the physical appearance of the Product that does not impede or hinder its normal operational function, such as scratches, abrasions, or changes in color, texture, or finish. **COSMETIC DAMAGE IS NOT COVERED.**
12. **"Sales Receipt"**: the receipt document (paper or email) provided as proof of Your Product purchase that indicates the date in which the Product was purchased along with the Product purchase price and as of its purchase date.

TERM: Coverage under this Agreement is only valid for the period of one (1) year from the date of purchase of the Product as indicated on Your Sales Receipt. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

TERRITORY: This Agreement is only valid for a Product purchased from a Retailer domiciled in the contiguous United States of America, plus Alaska and Hawaii. **NOTICE: this Agreement is NOT valid in any other jurisdiction; including any outlying U.S. territories, Puerto Rico, and Canada.**

COVERAGE DESCRIPTION: COVERAGE UNDER THIS AGREEMENT IS ONLY APPLICABLE TO THE ORIGINAL PURCHASER AND PRODUCT THAT HAS BEEN PROPERLY REGISTERED WITH THE WARRANTOR. In the event of a covered Breakdown occurring during the valid Term period, Warrantor agrees to repair or replace the Product with a new item (at Warrantor's sole discretion). This Agreement only covers a repair or replacement that has received prior authorization from the Warrantor or its representative. Purchaser must take every Reasonable Precaution to protect the Product from accidental or deliberate damage. To receive a benefit under this Agreement, Purchaser is obligated to provide the Warrantor or its representative with any/all information relating to the cause and nature of any claim in association with the Product. This information may include a sworn written statement on the Warrantor's forms affirming: 1) that the damage occurred as Purchaser has represented; 2) that the Product was functioning properly at the time in which the Breakdown occurred; and 3) the Reasonable Precautions that were taken with the Product after Breakdown was suspected. Warrantor reserves the right to perform its own laboratory testing on the Product in order to substantiate any claim made by the Purchaser, using manufacturer laboratory testing procedures.

ANY MISREPRESENTATION OR ATTEMPT TO DEFRAUD THE WARRANTOR AND/OR ITS AUTHORIZED REPRESENTATIVE; INCLUDING COLLUSION BETWEEN THE PURCHASER AND ANY THIRD PARTIES, WILL RESULT IN A DENIAL OF COVERAGE UNDER THIS AGREEMENT AND POSSIBLE LEGAL ACTION AS PERMITTED BY LAW.

PLEASE CAREFULLY REVIEW THE WHAT IS NOT COVERED (GENERAL EXCLUSIONS) SECTION, AS NOT ALL FAILURES, DAMAGES, EVENTS ARE COVERED UNDER THIS AGREEMENT.

SHIPPING: The purchaser is responsible for insuring any parts shipped or returned, if desired. The purchaser is responsible to prepay any shipping charges (both ways) including, but not limited to taxes and duties. **All exchanged parts and products replaced under this warranty will become the property of the manufacturer.**

CLAIMS PROCESS: To submit a claim under this Agreement, Purchaser must:

- A. If you have not already registered Your Product, please first visit lifesmartproducts.com/warranty-registration/
- B. If you have already registered Your Product, please call 1-657-341-0362 to initiate Your Claim;

Please have you're your model and serial number ready. Provide all details concerning the claim and Breakdown of the Product; and

follow all further instructions requested for claim processing. The Warrantor will provide authorization for covered repairs as soon as reasonably possible after the request has been made and within normal business hours. Once the Warrantor has confirmed eligibility under your Agreement, a Claim authorization number will be issued to you along with additional information and/or instructions for obtaining service on your Product. Further instructions are based upon each individual situation and information/details provided and can vary on a case-by-case basis.

WHAT IS NOT COVERED (GENERAL EXCLUSIONS): AS RELATED AND APPLICABLE TO THE COVERED PRODUCT, THIS LIMITED WARRANTY AGREEMENT DOES NOT COVER ANY BREAKDOWN, FAILURE, LOSS, REPAIR OR DAMAGE IN CONNECTION WITH OR RESULTING FROM:

1. REPAIR OR REPLACEMENT NOT PRIOR AUTHORIZED BY WARRANTOR OR ITS REPRESENTATIVE;
2. ANY DAMAGE OF ANY KIND TO THE PRODUCT OTHER THAN A BREAKDOWN (AS DEFINED IN KEY TERMS. OF THIS AGREEMENT);
3. POWER SURGE;
4. CHAIRS IN OUTDOOR APPLICATIONS;
5. NORMAL WEAR/TEAR/WEATHERING;
6. PET/CONSUMER ACCIDENTS;
7. A PROBLEM IN WHICH THE CAUSE CANNOT BE CLEARLY IDENTIFIED AS A MECHANICAL OR ELECTRICAL FAILURE CAUSED BY MANUFACTURER DEFECTS IN MATERIALS OR WORKMANSHIP;
8. ATTACHMENTS OR ACCESSORIES, OR ARISING FROM THE USE OF ANY ATTACHMENTS OR ACCESSORIES WITH THE COVERED PRODUCT;
9. ROUTINE INSPECTIONS, SERVICE, ADJUSTMENTS OR CLEANING, OR ANY DAMAGE CAUSED TO THE PRODUCT DURING THESE PROCESSES;
10. ANY COVERED PRODUCT THAT HAS BEEN UTILIZED FOR "COMMERCIAL USE" (AS DEFINED IN SECTION A. OF THIS AGREEMENT);
11. COSMETIC DAMAGE (AS DEFINED IN SECTION A. OF THIS AGREEMENT), IMPERFECTIONS, NOISES, SQUEAKS, VIBRATION, WOBBLING AND ANY ISSUE IN WHICH THE FUNCTIONALITY OF THE PRODUCT AS IT WAS ORIGINALLY DESIGNED IS NOT IMPAIRED;
12. ANY EXPENDABLE OR CONSUMER REPLACEABLE ITEM REQUIRED TO BE USED WITH THE COVERED PRODUCT, SUCH AS BAGS, BASKETS, BATTERIES, BELTS, BOLTS, BULBS, CABLES, CONNECTORS, CORDS, FILTERS, FUSES, OR LINT SCREENS;
13. REPAIR, REPLACEMENT OR SERVICE TO A PERSONALIZED APPLICATION, FUNCTIONALITY OR STORED DATA IN CONJUNCTION WITH YOUR COVERED PRODUCT, INCLUDING BUT NOT LIMITED TO: DOWNLOADED APPS OR SOFTWARE;
14. REMOVAL OR REINSTALLATION OF INACCESSIBLE FURNITURE OR BUILT-IN FIXTURES (i.e. TRIM, DECORATIVE PANELS, FLOORING, CABINETRY, ISLANDS, COUNTERTOPS, DRYWALL) THAT INTERFERE WITH THE SERVICING, REMOVAL OR REPLACEMENT OF THE PRODUCT.
15. LIQUID, ANIMAL INHABITATION, INSECT INFESTATION, LACK OF ROUTINE CARE, CLEANING AND GENERAL MAINTENANCE;
16. VISIBLE SIGNS OF ABUSE (AS DEFINED IN SECTION A. OF THIS AGREEMENT), NEGLIGENT USE, MISUSE OR USE OF THE PRODUCT IN A RECKLESS MANNER;
17. COVERED PRODUCT WITH REMOVED OR ALTERED SERIAL NUMBERS;
18. RIOT, NUCLEAR RADIATION, WAR / HOSTILE ACTION, RADIOACTIVE CONTAMINATION, VANDALISM, THEFT, OR LOSS (DEFINED AS UNFORESEEN DISAPPEARANCE OF THE COVERED PRODUCT), INADEQUATE PLUMBING, EXPOSURE TO WEATHER CONDITIONS OR EXTERNAL PERILS OF NATURE (INCLUDING BUT NOT LIMITED TO: FIRE, FLOOD, SMOKE, SAND, DIRT, LIGHTNING, HUMIDITY, LIQUID DAMAGE OF ANY KIND, STORMS, WIND, HAIL AND EARTHQUAKE);
19. ANY SUBSEQUENT OR CONSEQUENTIAL EVENTS RESULTING FROM A BREAKDOWN (AS DEFINED IN THE KEY TERMS SECTION OF THIS AGREEMENT), INCLUDING BUT NOT LIMITED TO: PROPERTY DAMAGE, LOST TIME OR LOST DATA RESULTING FROM THE BREAKDOWN OF ANY PRODUCT OR EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE UNDER THIS AGREEMENT (NOTE: SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT APPLY TO YOU);
20. COST OF REMOVAL OR DISPOSAL OF THE COVERED PRODUCT FROM YOUR POSSESSION WHEN A COVERED BREAKDOWN (AS DEFINED) HAS NOT OCCURRED; OR
21. ANYTHING PERFORMED IN CONFLICT OF THE TERRITORY PROVISION OF THIS AGREEMENT.

TRANSFERABILITY: This Agreement, and anything proclaimed hereunder, is not transferrable to any other person or item. This Agreement is only valid to the original Purchaser of the original Product.

CANCELLATION: This Agreement is non-cancellable.

WAIVERS & LIMIT OF LIABILITY: Unlimited number of repairs; until cumulatively, the total cost of repairs the Warrantor has paid equals the Original Purchase Price of the covered Product.

GENERAL PROVISIONS: 1. Waiver; Severability. The failure of any party to require performance by the other party of any provision hereof will not affect the full right to require such performance at any time thereafter; nor will the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these terms and conditions will be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity will not render these terms and conditions unenforceable or invalid as a whole and in such event, such provisions will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

2. Notices. You expressly consent to be contacted, for any and all purposes, at any telephone number, or physical or electronic address You provide Us. All notices or requests pertaining to this Contract will be in writing and may be sent by any reasonable means including by mail, email, facsimile, text message or recognized commercial overnight courier. Notices to You are considered delivered when sent to You by email or fax number that You provided to Us, or three (3) days after mailing to the street address You provided.

ARBITRATION: Any dispute or claim relating in any way to Your purchase or use of this Agreement will be resolved by binding arbitration, rather than in court, except that You may assert claims in small claims court if Your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the Terms and Conditions of this Agreement as a court would.

To begin an arbitration proceeding, You must send a letter requesting arbitration and describing Your claim to Administrator at P.O. Box 1189, Bedford, TX 76095, ATTN: Legal Dept. The arbitration will be conducted by the American Arbitration Association (AAA) under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. We will reimburse those fees for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, We will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where You live or at another mutually agreed location. We each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial.

APPLICABLE LAW

This Agreement including the terms, conditions, limitations, exceptions and exclusions, and Your sales receipt, constitute the entire agreement between Us and You and no representation, promise or condition not contained herein shall modify these items, except as required by law.

EXCEPT AS OTHERWISE SPECIFICALLY STATED HEREIN, WARRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ABOUT YOUR PRODUCT.