



# SMARTFIT Inc

## Limited Warranty

### SMART Panel and Strike Pod systems

#### Limited Warranty Period

This limited warranty gives you, the customer, express limited warranty rights from SMARTfit Inc., the manufacturer, for eighteen months. International sales are covered for 18 months from the time they ship for the US.

#### General Terms

To the extent permitted by local law, SMARTfit will repair or replace, at SMARTfit's option, any parts or products that it determines is defective in materials or workmanship during the Limited Warranty Period, if you, the end-user customer, will provide SMARTfit with notice of a defect in your SMARTfit Product during the Limited Warranty Period and return the defective Product to SMARTfit.

The Limited Warranty Period starts on the date of invoice, showing the date of purchase, and ends eighteen months from the purchase date. All warranty returns must be accompanied by a copy of the invoice.

To the extent consistent with local law and at SMARTfit's option, (a) SMARTfit Products presented for repair may be replaced by new or refurbished components of the same type rather than being repaired and (b) refurbished parts may be used for any repair. Replaced or repaired parts will be functionally equivalent in performance and reliability to original Products.

Unless otherwise expressly required by local law, if SMARTfit determines that any replaced or repaired part is defective in materials or workmanship (1) during the ninety (90) days following their repair and/or replacement, or (2) during the remainder of the original Limited Warranty Period (whichever is later), SMARTfit will again repair or replace these defective replaced or repaired parts.

**Defective delivery:** All deliveries must be inspected upon arrival. Any packaging damage should be photographed before opening. Any damaged or missing parts must be photographed and reported immediately. Failure to do so within 30 days will assume the delivery was made correctly and without damage or missing components.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Unless covered by SMARTfit's platinum service plan, you must bear all transportation costs of returning defective Products to SMARTfit facilities; transportation costs of returning repaired or replaced Products to you will be borne by SMARTfit.

ALL REPLACEMENT OF PARTS MUST BE CONDUCTED BY THE TRAINED TECHNICAL ON-SITE CONTACT PERSON UNDER THE GUIDANCE OF A SMARTFIT TECHNICAL SUPPORT PERSON EITHER USING A PHONE OR INTERNET CONNECTION AT THE TIME THE PARTS ARE INSTALLED. FAILURE TO DO SO COULD RENDER THE PRODUCT WARRANTY VOID.

Disputes arising out of this Limited Warranty or relating to your purchase of the Products subject to this Limited Warranty—whether based on contract, tort, statute, fraud, or any other legal theory—are governed by the law of California and may only be brought in the Superior Court of Ventura County.

#### Exclusions

THIS LIMITED WARRANTY DOES NOT APPLY TO:

- BATTERIES AND POWER BANKS ARE WARRANTED FOR 12 MONTHS. REPLACEMENTS CAN BE PURCHASED ON THE COMPANY WEBSITE.
- ANY SMARTFIT PRODUCTS THAT HAVE BEEN SUBJECTED TO IMPROPER USE, IMPROPER INSTALLATION, IMPROPER REPAIR BY UNAUTHORIZED SERVICE PERSONNEL, TAMPERING, NEGLIGENCE, ABUSE, OR ACCIDENT. SMARTFIT IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ANY OF ITS PRODUCTS.
- THIRD PARTY PRODUCTS IN THE FORM OF BALL KITS, TABLET STANDS, STABILITY PADS OR DRUMSTICKS, NOODLES, ETC.