

# LIMITED WARRANTY

## REFURBISHED PRODUCTS

Tech Rabbit Services, LLC (the "Company") warrants that the enclosed refurbished product(s) and related accessories (individually a "Product" and collectively the "Products") will be free from defects in materials and workmanship under normal use and service for a period of 90 days from the date of purchase. If any Product proves to be defective within such 90-day warranty period, the customer must return the defective Product to the address listed below and follow the procedure set forth below. The Company, at its sole discretion, will repair, replace, or adjust the defective Product, provided that the Company's inspection discloses that (a) such defect developed under normal and proper use; and (b) the Product is covered under this limited warranty. Repair, replacement, or adjustment of defective Products shall be the Company's sole obligation and the customer's sole remedy hereunder. The customer is liable and shall pay for shipment of the Products to the Company's Service Center. The Company shall not be obligated to perform preventive maintenance, installation, reinstallation, or maintenance. The Company reserves the right to (i) use reconditioned, refurbished, remanufactured, pre-owned, and/or serviceable used parts (that meet the Company's quality assurance standards) for warranty or any other repairs; and (ii) make any internal or external design and/or feature changes on or to its products without any liability to incorporate such changes on or to the Products.

### What Is Not Covered By This Limited Warranty

Excluded from this limited warranty and not warranted by the Company in any fashion, either express, implied or by statute, are:

- (a) Products and accessories not refurbished by the Company and/or not bearing the Company's markings (the warranty coverage for products and accessories of other companies, which may be distributed by the Company, is the responsibility of the companies of such products and accessories in accordance with the terms and duration of such manufacturers' warranties);
- (b) Any Product which has been disassembled, repaired, tampered with, altered, changed, or modified by persons other than the Company's own authorized service personnel unless repair by others is made with the written consent of the Company;
- (c) Defects or damage to the Products resulting from water, fire, tear, misuse, abuse, negligence, sand, liquids, impact, improper storage, non-performance of scheduled operator and maintenance items, excessive sun and/or heat exposure, use of a separate battery other than that provided by the Company, or use of after-market brand accessories, consumables, or supplies other than those provided with the Product(s) by the Company; and
- (d) Defects caused by the combination with ancillary or peripheral equipment or software not furnished or otherwise certified by the Company for use with the Product(s), or any damaged to the Product(s) as a result of such use (ancillary equipment shall include, without limitation, batteries, chargers, adapters, and/or power supplies not supplied by the Company).

EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE COMPANY MAKES NO, AND DISCLAIMS ALL OTHER, REPRESENTATIONS, GUARANTEES, CONDITIONS, AND/OR WARRANTIES CONCERNING THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, OR ARISING UNDER ANY STATUTE, ORDINANCE, COMMERCIAL USAGE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE SUITABILITY, DURABILITY, DESIGN, OPERATION, OR CONDITION OF THE PRODUCTS (OR ANY PART THEREOF) OR THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR A PARTICULAR PURPOSE, OR RELATING TO THE INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR OTHER PROPRIETARY RIGHT USED OR INCLUDED THEREIN. IF ANY IMPLIED WARRANTIES APPLY AS A MATTER OF LAW, THEY ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY. SOME STATES MAY NOT RECOGNIZE A DISCLAIMER OR LIMITATION OF WARRANTIES AND/OR LIMITATION OF LIABILITY SO THE ABOVE DISCLAIMERS AND EXCLUSIONS MAY NOT APPLY. THE CUSTOMER MAY ALSO HAVE DIFFERENT AND/OR ADDITIONAL RIGHTS AND REMEDIES THAT VARY FROM STATE TO STATE.

THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY DAMAGES THAT THE CUSTOMER MAY INCUR FROM DELAYED SHIPMENT, PRODUCT FAILURE, PRODUCT DESIGN, SELECTION, OR PRODUCTION OR FROM ANY OTHER CAUSE, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT,

INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR LOSS OF USE), WHETHER OR NOT THE COMPANY SHALL BE OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

Representations and warranties made by any person, including but not limited to dealers, representatives, salespersons, or agents of the Company, which are inconsistent or in conflict with or in addition to the terms of this limited warranty, shall not be binding upon the Company unless reduced to writing and approved by an expressly authorized officer of the Company.

This limited warranty is the complete and exclusive statement of warranty which the Company agrees to provide with respect to the Products and it shall supersede all prior and contemporaneous oral or written agreements, understandings, proposals, and communications pertaining to the Product(s). The original manufacturer's warranty shall be completely void and of no further force and/or effect.

This limited warranty is exclusively for the benefit of the end-user purchaser and cannot be transferred or assigned. Therefore only a residential address or a physical address of a business (when product was bought by the business for use and not for resale) can be used for the purpose of this warranty. The address on the purchase receipt, the return address on the package, and the address where the product has to be sent, all have to be the same. A maximum of 4 will be honored per address.

Procedure for When Service is needed

To initiate a return, please contact:  
Warranty@tehrabbit.com