

# Limited Warranty

## 1. Introduction.

This limited warranty ("Limited Warranty") gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited by applicable law. For a full description of your legal rights you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

## 2. Warranty; Period of Coverage.

Petnet, Inc. ("Petnet"), a Delaware corporation with its principal place of business located at 1035 S. Grand Ave, Los Angeles, CA 90015, warrants to the owner of the SmartFeeder® product contained in this box ("Product") that the Product will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery following the original retail purchase (the "Warranty Period"). If the Product fails to conform to this Limited Warranty during the Warranty Period, Petnet will, at its sole discretion, either (i) repair or replace any defective Product or component, or (ii) accept the return of the Product and refund the money actually paid by the original retail purchaser for the Product. Repair or replacement may be made with a new or refurbished product or components, at Petnet's sole discretion. If the Product or a component incorporated within it is no longer available, Petnet may replace the Product with a similar product of similar function, at Petnet's sole discretion. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of ninety (90) days from the date of delivery or the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration, or expanded in coverage, for any such transfer.

## 3. Return Policy.

If you are the original purchaser of the Product, and you are not satisfied with this Product for any reason, you may return it in its original condition within thirty (30) days of the original purchase and receive a full refund.

## 4. Warranty Conditions.

Before being able to claim under this Limited Warranty, the owner of the Product must (i) notify Petnet of the intention to claim by visiting [petnet.io/support](https://petnet.io/support) during the Warranty Period and providing a description of the alleged failure, and (ii) comply with Petnet's return shipping instructions. Petnet will have no warranty obligations with respect to a returned Product if it determines, in its reasonable discretion after examination of the returned Product, that the Product is an Ineligible Product (as defined below). Petnet will bear all costs of return shipping to owner and will reimburse any shipping costs incurred by the owner, except with respect to any Ineligible Product, for which owner will bear all costs.

## **5. Ineligible Products.**

This warranty does not cover the following (collectively “Ineligible Products”): (i) Products marked as “sample” or sold “as is”; and (ii) Products that have been subject to (a) modifications, alterations, tampering, or improper maintenance or repairs, (b) handling, storage, installation, testing, or use not in accordance with the instructions provided by Petnet, (c) abuse or misuse of the Product, (d) breakdowns, fluctuations, or interruptions in electric power, telecommunications networks, or the internet; or (e) acts of God, including lightning, flood, tornado, earthquake, or hurricane; (iii) consumable parts, including batteries, unless damage is due to defects in materials or workmanship of the Product, or (iv) software (even if packaged or sold with the product). Petnet recommends that you use only authorized service providers for maintenance or repair. Unauthorized use of the Product or software can impair the Product’s performance and may invalidate this Limited Warranty.

## **6. DISCLAIMER OF WARRANTIES.**

EXCEPT AS STATED ABOVE IN THIS LIMITED WARRANTY, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PETNET DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS WITH RESPECT TO THE PRODUCT, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PETNET ALSO LIMITS THE DURATION OF ANY IMPLIED WARRANTIES OR CONDITIONS TO THE DURATION OF THIS LIMITED WARRANTY.

## **7. LIMITATION OF DAMAGES.**

IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL PETNET BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, OR SPECIAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT. PETNET’S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS LIMITED WARRANTY OR THE PRODUCT WILL NOT EXCEED THE AMOUNT ACTUALLY PAID FOR THE PRODUCT BY THE ORIGINAL PURCHASER.

## **8. LIMITATION OF LIABILITY.**

THE PETNET WEBSITE AND ASSOCIATED ONLINE SERVICES (“SERVICES”) PROVIDE YOU INFORMATION REGARDING THE PRODUCT OR OTHER MATERIALS CONNECTED TO THE PRODUCT (“PRODUCT INFORMATION”). WITHOUT LIMITING THE GENERALITY OF THE WARRANTY DISCLAIMERS ABOVE, ALL SERVICES AND PRODUCT INFORMATION ARE PROVIDED FOR YOUR CONVENIENCE “AS IS” AND “AS AVAILABLE”. PETNET DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT SERVICES OR PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE, OR THAT PRODUCT INFORMATION OR USE OF SERVICES OR THE PRODUCT WILL PROVIDE HEALTH OR SAFETY FOR YOUR PET. YOU USE ALL PRODUCT INFORMATION, SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION

AND RISK, AND AT THE RISK OF YOUR PET. YOU WILL BE SOLELY RESPONSIBLE FOR (AND PETNET DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOU, YOUR PET, OTHER PERSONS, YOUR HOME, AND ALL ITEMS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR THE PRODUCT (INCLUDING ANY AND ALL LOSS, LIABILITY, OR DAMAGES, BASED UPON NEGLIGENCE, BREACH OF EXPRESS OR IMPLIED WARRANTIES, MISREPRESENTATIONS, STRICT LIABILITY, UNFAIR OR DECEPTIVE PRACTICES, OR ANY OTHER LEGAL OR EQUITABLE THEORY).

#### **9. Variations.**

Some jurisdictions do not allow limitations on liability, on how long an implied warranty lasts or exclusions or limitations on incidental or consequential damages, so some of the limitations set out above may not apply to you.