

LIMITED WARRANTY TO ORIGINAL CONSUMER

This Ivation® Heavy-duty Propane Torch with Push-button Igniter ("Product"), including any accessories included in the original packaging, as supplied and distributed new by an authorized retailer is warranted by **C&A Marketing, Inc. (the "Company")** to the original consumer purchaser only, against certain defects in material and workmanship ("Warranty") as follows:

To receive Warranty service, the original consumer purchaser must contact the Company or its authorized service provider for problem determination and service procedures. Proof of purchase in the form of a bill of sale or receipted invoice, evidencing that the Product is within the applicable Warranty period(s), **MUST** be presented to the Company or its authorized service provider in order to obtain the requested service.

Service options, part availability, and response times may vary and may change at any time. In accordance with applicable law, the Company may require that you furnish additional documents and/or comply with registration requirements before receiving warranty service. Please contact our customer service for details on obtaining warranty service:

Email: info@myivation.com

Phone: 1-866-849-3049

Shipping expenses to the Company's Return Facility are not covered by this warranty, and must be paid by the consumer. The consumer likewise bears all risk of loss or further damage to the Product until delivery to said facility.

EXCLUSIONS AND LIMITATIONS The Company warrants the Product against defects in materials and workmanship under normal use for a period of **ONE (1) YEAR** from the date of retail purchase by the original end-user purchaser ("**Warranty Period**"). If a hardware defect arises and a valid claim is received within the Warranty Period, the Company, at its sole option and to the extent permitted by law, will either (1) repair the Product defect at no charge, using new or refurbished replacement parts, (2) exchange the Product with a Product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original device, or (3) refund the purchase price of the Product.

A replacement Product or part thereof shall enjoy the warranty of the original Product for the remainder of the Warranty Period, or ninety (90) days from the date of replacement or repair, whichever provides you longer protection. When a Product or part is exchanged, any replacement item becomes your property, while the replaced item becomes the Company's property. Refunds can only be given if the original Product is returned.

This Warranty does not apply to:

- (a) Any non-Ivation® Heavy-duty Propane Torch with Push-button Igniter product, hardware or software, even if packaged or sold with the Product;
- (b) Damage caused by use with non-Ivation® Heavy-duty Propane Torch with Push-button Igniter products;
- (c) Damage caused by accident, abuse, misuse, flood, fire, earthquake, or other external causes;
- (d) Damage caused by operating the Product outside the permitted or intended

uses described by the Company;

(e) Damage caused by third party services;

(f) A Product or part that has been modified to alter functionality or capability without the written permission of the Company;

(g) Consumable parts, such as batteries, fuses, and bulbs;

(h) Cosmetic damage; or

(i) If any Ivation® Heavy-duty Propane Torch with Push-button Igniter serial number has been removed or defaced.

This Warranty is valid only in the country where the consumer purchased the Product, and only applies to Products purchased and serviced in that country.

The Company does not warrant that the operation of the Product will be uninterrupted or error-free. The Company is not responsible for damage arising from your failure to follow instructions relating to its use.

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY PROVIDES THE PRODUCT "AS-IS" AND "AS-AVAILABLE" FOR YOUR CONVENIENCE AND THE COMPANY AND ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. THE COMPANY DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE PRODUCT, OR THAT THE COMPANY WILL CONTINUE TO OFFER OR MAKE AVAILABLE THE PRODUCT FOR ANY PARTICULAR LENGTH OF TIME. THE COMPANY FURTHER DISCLAIMS ALL WARRANTIES AFTER THE EXPRESS WARRANTY PERIOD STATED ABOVE.

YOU USE THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND THE COMPANY DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES RESULTING FROM YOUR USE OF THE PRODUCT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH ITS AUTHORIZED SERVICE PROVIDERS SHALL CREATE ANY WARRANTY.

IN NO EVENT WILL THE COMPANY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCT, WHETHER IN CONTRACT OR TORT OR OTHERWISE EXCEED THE FEES ACTUALLY PAID BY YOU TO THE COMPANY OR ANY OF ITS AUTHORIZED RESELLERS FOR THE PRODUCT AT ISSUE IN THE LAST YEAR FROM YOUR PURCHASE. THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. THE COMPANY DISCLAIMS ALL LIABILITY OF ANY KIND OF ITS LICENSORS AND SUPPLIERS. IN NO EVENT WILL THE COMPANY OR ITS LICENSORS, MANUFACTURERS, AND SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, BUSINESS, SAVINGS, DATA, OR RECORDS) CAUSED BY THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT.

Nothing in these terms shall attempt to exclude liability that cannot be excluded under applicable law. Some countries, states, or provinces do not allow the exclusion or limitation of incidental or consequential damages or allow limitations on warranties, so certain limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights that vary from state to state or province to province. Contact your authorized retailer to determine if another warranty applies.