

# PRODUCT WARRANTY of the STRIPHAIR GROOMER

#### WARRANTY PERIOD

During a product's Limited Warranty period, repairs or replacements will be made at no charge (minus freight) if the product meets the qualifications specified below (see section Limited Warranty).

### LIMITED WARRANTY

Betty's Best warrants that your Betty's Best product ("the Product") will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery to the original retail purchaser ("the Warranty Period"). If a defect in the Product arises within the Warranty Period, Betty's Best will, at its sole option and subject to applicable laws: (a) repair or replace it with a new or refurbished Product or component; or (b) refund the original purchase price upon return of the defective Product. This Warranty does not apply to products you purchase from unauthorized re-sellers, or where the instructions for use of the Product are not complied with or where the Product is damaged as a result of abuse, accident, modification, animal chewing or other causes beyond our reasonable control.

#### **IMPLIED WARRANTY**

ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS ARE LIMITED TO THE DURATION OF THE APPLICABLE EXPRESS WARRANTY. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, ARE DISCLAIMED. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

## DISCLAIMER OF WARRANTY

We will use reasonable efforts to correct any discovered defects in the Product. However, your use of the Product is at your own risk. We are not responsible for the conduct of any user and you bear the entire risk of using the Product and any interaction with other users, animals or equipment. The Product is provided on an "AS IS" basis and we do not represent, warrant, or guarantee that the Product defects will be corrected. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES REGARDING THE PRODUCT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IMPORTANT: WITHOUT LIMITING THE FOREGOING, THE PRODUCT IS DESIGNED FOR THE PURPOSE OF ANIMAL GROOMING AND GENERAL CARE. WE DISCLAIM ANY LIABILITY RESULTING FROM ANY USE OF THE PRODUCT FOR ANY PURPOSE OTHER THAN THEIR INTENDED DESIGN. If applicable law requires any warranties with respect to the Product, all such

warranties are limited in duration to thirty (30) days from the date of product delivery or the minimum duration allowed by law.

### LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT REQUIRED BY LAW, WE WILL NOT BE RESPONSIBLE FOR ANY LOST PROFITS, REVENUES, COST OF SUBSTITUTE GOODS OR SERVICES, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, RELATED TO OR ARISING OUT OF THESE TERMS OR YOUR USE OF THE PRODUCTS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ANY CLAIM RELATED TO OR ARISING OUT OF THESE TERMS OR YOUR USE OF THE PRODUCTS IS LIMITED TO THE AMOUNT PAID BY YOU FOR OUR PRODUCTS IN THE 12 MONTHS BEFORE THE CLAIM AROSE.

# WARRANTY EXCLUSIONS

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the above exclusions or limitations may not apply to you.

# **GENERAL PROVISIONS**

These Terms constitute the entire agreement between us with respect to the subject matter and supersedes any prior understandings and agreements. These Terms will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law, rules or principles. If any part of these Terms is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms will remain in full force and effect.

## INTELLECTUAL PROPERTY NOTICE

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