Warranty

Warranty Claims

Apogee Limited Lifetime Warranty Policy

Warranty Information

Winchester Pet and King Buck by Apogee, Inc. (hereinafter referred to as "Apogee") products are made for performance and durability and are guaranteed to be free of defects in materials and workmanship. If your Apogee product is found to have defects in materials or workmanship, Apogee will replace or repair your product, or provide a product of equal or higher replacement value, free of charge, at Apogee's sole discretion and subject to the terms herein.

Under The Apogee Limited Lifetime Warranty, Apogee warrants to the original purchaser of an Apogee product, that when subject to normal and proper residential use, the product will be free from defects in materials and workmanship for the lifetime of the product. Proof of purchase is required.

Examples of What is Covered Under the Apogee Limited Lifetime Warranty

- Cracks or breaks in plastic or metal bodies, housings, or casings.
- Failure of hooks, buckles, D Rings, or locking mechanisms on the Carabiner hook.

Examples of What is Not Covered Under the Apogee Limited Lifetime Warranty

- Damages caused by abuse, tampering, misuse, alterations, or modifications.
- Damages caused by chewing. Apogee products are not chew toys unless specified as chew toys.
- Cosmetic damage such as stains, color changes, normal wear and tear, scratches, and other changes in appearance of the product due to normal usage which does not compromise the functionality of the product.
- Damages caused by rust. Unless specified as waterproof or water-resistant, please avoid dipping or soaking metal components in water.

How to File a Warranty Claim

Warranty claims may be filed through <u>Warranty Claims</u> or through the Apogee Customer Support team at 1-888-811-2979. Proof of purchase is required.

Transfer of Warranty

The Apogee Limited Lifetime Warranty is non-transferrable and will only apply for the original purchaser of the product, unless otherwise stated herein.

Legal

The Apogee Limited Lifetime Warranty applies only to Apogee products purchased after May 1, 2023.

The Apogee Limited Lifetime Warranty is non-transferrable and will automatically terminate if the original purchaser resells and/or otherwise transfers the product to another individual. However, if an individual receives the item as a gift, in brand new condition, the Apogee Limited Lifetime Warranty may apply for that individual.

The Apogee Limited Lifetime Warranty may only be used once on each product purchased and will terminate after the warranty is applied. If you received a replacement product using The Apogee Limited Lifetime Warranty, the replacement product will not be covered by The Apogee Limited Lifetime Warranty, but instead will be covered under a 90-day limited warranty from the reshipment date.

Apogee products are designed for domesticated animals only. Do not use Apogee products for any unintended purpose(s). Please consult with your veterinarian or certified animal trainer before using the products.

The Apogee Limited Lifetime Warranty does not provide protection against, and Apogee will have no liability under the Apogee Limited Lifetime Warranty for any damage to or defects in the products caused by an animal, loss of product(s), or failure, defect, or damage caused by situations beyond normal and proper residential use and conditions, which may include, but is not limited to: commercial use, abuse, misuse, tampering, neglect, alterations, modifications, improper installations, and any use which is not in accordance with Apogee instructions and disclaimers. The Apogee Limited Lifetime Warranty does not cover damage inflicted by objects, the pet (such as chewing), improper usage (such as submersing a product in water that is not advertised as "waterproof" or otherwise), or for other reasons beyond Apogee's control.

It is the pet owner's responsibility to ensure the proper use of each product for their pet at all times. Products should not be left unattended with a pet. It is the pet owner's responsibility to ensure the appropriate sizing of each product for their pet at all times. Please consult Apogee sizing charts or contact Apogee Customer Support for assistance regarding product sizing for your pet. The Apogee Limited Lifetime Warranty will not apply if products are damaged due to improper sizing.

Pet owners cannot rely upon collars, leashes, harnesses, and other products to provide for all safety considerations typical with the maintenance, care, custody, or control of an animal. It is the pet owner's responsibility to ensure their animal is in a safe environment before using Apogee product(s).

APOGEE, ITS OWNERS, PARENTS, LICENSORS, LICENSEES, AND AFFILIATES (COLLECTIVELY, "APOGEE") WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE APOGEE PRODUCTS AND WARRANTY, INCLUDING BUT NOT LIMITED

TO, LOST INCOME, LOST REVENUE, OR LOST PROFIT, WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME OF PURCHASE, AND WHETHER OR NOT SUCH DAMAGES ARISE OUT OF A BREACH OF WARRANTY, A BREACH OF AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

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