

Limited Warranty For RakAttach Swing Arm Adapters

Limited (1 YEAR)* Warranty

1. **Limited Warranty.** Warranty Period. Subject to the exclusions and other limitations set forth below, “RakAttach LLC” (“We” or “Us”) warrants to the original consumer purchaser only (“You”) that the RakAttach Swing Arm Adaptor (the “Product”) will be free from material defects in both material and workmanship (the “Limited Warranty”) for a period of one year after Your purchase of the Product (the “Warranty Period”). THE LIMITED WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND IS GIVEN ONLY TO YOU AND IS NOT TRANSFERABLE TO ANY THIRD PARTY.

2. **Limitations on the Warranty.** Limited Warranty DOES NOT cover (a) any cosmetic damage, including exposed parts of the Product that are scratched or damaged or variations in color or (b) any defects caused by:

- (i) Normal wear and tear;
- (ii) Abuse, neglect, tampering, or misuse of the Product;
- (iii) Any accident, act of God, or other event occurring beyond Our reasonable control or after Your purchase of the Product;
- (iv) Misapplication, overloading, or improper installation, including welds;
- (v) Improper operation, maintenance, repair, handling, transport, storage, or environmental conditions;
- (vi) Product alteration in any manner by anyone other than Us; or
- (vii) Shipping.

3. **Remedies and Limitations.** If the Product does not comply with the Limited Warranty during the Warranty Period, (a) You shall submit to Us within 10 days after Your discovery of such non-compliance a written claim meeting the requirements set forth below (a “Warranty Claim), and (b) Your sole and exclusive remedy is that We will, at Our option, either replace the Product without charge to You or refund the purchase price paid by You for the Product, in each case, within a reasonable time after Your submission of the Warranty Claim. YOUR SOLE AND EXCLUSIVE REMEDY, AND OUR SOLE AND EXCLUSIVE LIABILITY, FOR NON-COMPLIANCE WITH THE LIMITED WARRANTY IS AS SET FORTH IN THIS PARAGRAPH. WE SHALL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF PROFITS, OR LOSS OR DAMAGE TO YOUR PROPERTY, OR FOR ANY OTHER INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES THAT MAY ARISE, AND THE TOTAL LIABILITY OF US SHALL NOT EXCEED THE PRICE PAID BY YOU FOR THE PRODUCT. Because some jurisdictions do not allow the exclusion of limitation of warranties or liability, the exclusions and limitations contained herein may not apply to You.

4. **Obligations of Purchaser.** To make a Warranty Claim, contact Us, by mail or courier at Our principal address of 285 Crestview Drive, Park City, UT 84098, and in Your Warranty Claim, (a) identify the Product by model and serial number, (b) describe with reasonable specificity the alleged non-compliance, (c) identify the date of Your discovery of the non-compliance, and (d) enclose a copy of Your purchase receipt to verify date of purchase and that You are the original consumer purchaser. After We contact You regarding Your Warranty Claim, You shall follow the instructions We provide for returning the non-complying Product. Any returned Product that is replaced or refunded by Us becomes Our property upon Your shipment thereof. You will be responsible for return shipping costs.

5. **Assumption of Risk.** Your use of the Product for any purpose other than the specified uses stated in the Product instructions is at Your own risk.

6. **Governing Law.** The Limited Warranty gives You specific legal rights, and You also may have other rights which vary from state to state. The Limited Warranty and the rights and obligations herein are governed by the laws of the State of Utah, without regard to rules pertaining to conflicts of law. The state courts located in Summit County, Utah shall have exclusive jurisdiction for any disputes relating to the Limited Warranty.

