

One Year Consumer Limited Warranty

Fugoo products are warranted to be free from defects in materials or workmanship for 1 year from the date of purchase. Within this period, Consumer's sole and exclusive remedy and Fugoo's sole and exclusive responsibility under this warranty will be repair or replacement of the defective product during the one (1) year limited warranty period, at Fugoo's discretion. SUCH REMEDY SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. Such repairs or replacement will be made at no charge to the Consumer for parts or labor. Product may be repaired or replaced using new or remanufactured parts or product or refunded to Consumer the amount equal to the purchase price paid by the Consumer for the product, less shipping, taxes and other fees, at Fugoo's sole discretion. Consumer is responsible for all shipping associated with returning the product to Fugoo's designated service center. This warranty does not apply to: (i) cosmetic damage, such as scratches, nicks and dents; (ii) damage caused by accident, abuse, misuse, water, flood, fire, or other acts of nature or external causes; (iii) damage caused by service performed by anyone who is not an authorized service provider of Fugoo; (iv) damage to a product that has been modified or altered without the written permission of Fugoo; (v) use not in accordance with the documentation; or (vi) damage caused by the equipment with which the Product is used. In addition, Fugoo reserves the right to refuse warranty claims against products or services that are obtained and/or used in contravention of the laws of any country.

Repairs will be warranted for 90 days. If the returned unit is still under its original warranty, then the new warranty is 90 days or to the end of the original 1 year warranty, whichever is longer.

THE WARRANTIES AND REMEDIES CONTAINED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY LIABILITY ARISING UNDER ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, STATUTORY OR OTHERWISE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, WHICH MAY VARY FROM STATE TO STATE.

IN NO EVENT SHALL FUGOO BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE, OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

This limited warranty extends only to the original purchaser of the product and is not assignable or transferable to any subsequent purchaser or user. Products purchased through online auctions (excluding www.fugoo.com) are not covered under warranty. Proof of purchases from online auctions are not accepted as verification of warranty. To obtain warranty service, an original or copy of the sales receipt from the original retailer is required. Fugoo will not replace missing components from any package purchased through online auctions.

To obtain warranty service, email Fugoo at support@fugoo.com to request a Return Merchandise Authorization ("RMA") number. Upon approval, return the defective product together with proof of purchase to the address specified by Fugoo. Fugoo will pay all costs associated with shipping the product back to the Consumer after the completion of service under this limited warranty for products accepted and approved as under warranty only. If the product is not covered under warranty (whether because the warranty has expired, the

damage is Consumer-induced or otherwise), the Consumer can choose to have the product repaired at Consumer's expense or returned to Consumer at Consumer's expense; Consumer is responsible for all shipment and service fees associated with repairs or replacements not covered under warranty. Fugoo will ship only to valid US addresses, excluding APO/FPO/DPO, PO Boxes and US Territories. For security reasons, we are unable to alter the address or redirect the package after the shipment has been made. Any product returned to Fugoo without an RMA or without proof of purchase will be returned to the Consumer at the Consumer's expense. Consumer has 30 days from the date Fugoo makes its first attempt to contact the Consumer to pay for expenses associated with the repair of non-warranty items or the cost to return the items received without an RMA or proof of purchase. If Consumer fails to pay for such expenses and/or costs, including but not limited to shipping and handling within such 30-day period, Consumer agrees that Fugoo will have no further responsibility with respect to such returned product and shall have the right to dispose of such returned merchandise in any commercially reasonable manner and apply the proceeds, if any, against the amounts due Fugoo on account of such expenses and/or costs.

IN NO EVENT WILL FUGOO'S TOTAL CUMULATIVE LIABILITY EXCEED THE PRICE PAID BY CONSUMER FOR THE PRODUCT. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Website: <http://www.fugoo.com>

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.