

LIMITED WARRANTY

BY VIRTUE OF YOUR ACCEPTANCE AND USE OF ANY OF OUR PRODUCTS, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

Warranty Duration: Unless otherwise provided in writing by Smart Mouth Technologies, LLC (“Smart Mouth”), Smart Mouth offers a thirty-day warranty to the first purchaser of each product. This warranty runs from the date of purchase and covers all component parts.

Warranty Coverage: All products that are defective in materials and/or workmanship will be repaired or replaced, as Smart Mouth elects, without charge for parts or labor, if such defect is reported to Smart Mouth within the warranty period. Smart Mouth reserves the right to request proof of purchase before providing any warranty services.

Obtaining Warranty Service: Warranty service must be requested by contacting Smart Mouth directly during the warranty period. The customer requesting warranty service is obligated to cooperate with Smart Mouth in providing all information relevant to identifying the defect and repairing or replacing the defective product. If Smart Mouth does not receive full cooperation from the customer, Smart Mouth will not be under any obligation to provide warranty service to that customer.

Warranty Exclusions: This limited warranty does not extend to any parts not manufactured by Smart Mouth or to any parts that are not provided with our products at the time of purchase.

Purchaser’s Responsibilities: The purchaser shall assume all responsibility for damage to the product due to normal wear and tear or use of the product in connection with equipment, accessories or parts not furnished by Smart Mouth. The purchaser is also solely responsible for any damage to the product due to the purchaser’s negligence or misuse of the product, accident, or any work done on the product by anyone other than an authorized representative of Smart Mouth.

Release of Claims: By using the product, the purchaser accepts sole responsibility for any personal injury or property damage incurred as a result of purchaser’s negligence, failure to comply with Smart Mouth’s written instructions pertaining to the use of the product, and failure to heed any and all warnings provided by Smart Mouth with respect to the use of the product. Purchaser hereby releases all claims it has or may have, either now or in the future, known and unknown, against Smart Mouth and its officers, directors, agents and employees resulting from such negligence or failure.

No Representations or Implied Warranty: EXCEPT AS PROVIDED EXPRESSLY HEREIN, SMART MOUTH DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Limitation of Remedies: The remedies set forth in this limited warranty are the purchaser's exclusive remedies in connection with the performance of, or any breach of, guaranty, condition, or warranty in respect of any of our products. In the event the above warranty fails to correct any defects in workmanship and/or materials, purchaser's exclusive remedy shall be limited to payment by Smart Mouth of actual damages in an amount not to exceed the cost of the product.

No Seller's Warranty: No person or entity, other than Smart Mouth, who sells our products makes any guaranty or warranty of his/its own on any product warranted by Smart Mouth unless he/it delivers to the purchaser a separate written guaranty certificate specifically guaranteeing the product, in which case Smart Mouth shall have no obligation to the purchaser. No distributors, dealers, nor any other person or entity has any authority to make any representation or promise on behalf of Smart Mouth or to modify the terms or limitations of this warranty in any way.

Additional Information: For additional information concerning the Smart Mouth limited warranty, please contact us at info@smartmouthtech.com.