

MULTISENSORY FITNESS Inc

Limited Warranty

SMART Panel and Play Pod systems

Limited Warranty Period

This Limited Warranty gives you, the customer, express limited warranty rights from Multisensory Fitness Inc (MFI), the manufacturer, for one year. International sales are covered for 18 months from the time they ship for the US.

General Terms

To the extent permitted by local law, MFI will repair or replace, at MFI's option, any parts or products that it determines is defective in materials or workmanship during the Limited Warranty Period, if you, the end-user customer, will provide MFI with notice of a defect in your MFI Product during the Limited Warranty Period and return the defective Product to MFI.

The Limited Warranty Period starts on the date of invoice, showing the date of purchase, and ends one years from the purchase date. All warranty returns must be accompanied by a copy of the invoice.

To the extent consistent with local law and at MFI's option, (a) MFI Products presented for repair may be replaced by new or refurbished components of the same type rather than being repaired and (b) refurbished parts may be used for any repair. Replaced or repaired parts will be functionally equivalent in performance and reliability to original Products.

Unless otherwise expressly required by local law, if MFI determines that any replaced or repaired part is defective in materials or workmanship (1) during the ninety (90) days following their repair and/or replacement, or (2) during the remainder of the original Limited Warranty Period (whichever is later), MFI will again repair or replace these defective replaced or repaired parts.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Unless covered by MFI's platinum service plan, you must bear all transportation costs of returning defective Products to MFI facilities; transportation costs of returning repaired or replaced Products to you will be borne by MFI.

ALL REPLACEMENT OF PARTS MUST BE CONDUCTED BY THE TRAINED TECHNICAL ON-SITE CONTACT PERSON UNDER THE GUIDANCE OF A MFI TECHNICAL SUPPORT PERSON EITHER USING A PHONE OR INTERNET CONNECTION AT THE TIME THE PARTS ARE INSTALLED. FAILURE TO DO SO COULD RENDER THE PRODUCT WARRANTY VOID.

Disputes arising out of this Limited Warranty or relating to your purchase of the Products subject to this Limited Warranty—whether based on contract, tort, statute, fraud, or any other legal theory—are governed by the law of California and may only be brought in the Superior Court of Ventura County.

Exclusions

THIS LIMITED WARRANTY DOES NOT APPLY TO ANY MFI PRODUCTS THAT HAVE BEEN SUBJECTED TO IMPROPER USE, IMPROPER INSTALLATION, IMPROPER REPAIR BY UNAUTHORIZED SERVICE PERSONNEL, TAMPERING, NEGLIGENCE, ABUSE, OR ACCIDENT. MFI

IS NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF ANY OF ITS PRODUCTS.