

LIMITED WARRANTY

Warranty Coverage

Flex Innovations LLC and its authorized resellers (“Flex”) warrant to the original purchaser that this product (the “Product”) will be free from defects in materials and workmanship at the date of purchase.

Outside of Coverage

The warranty is not transferable and does not cover:

- (a) Products with more than 45 days after the purchase date
- (b) Damage due to acts of God, accident, misuse, abuse, negligence, commercial use, or due to improper use, installation, operation, or maintenance
- (c) Damage to other components or assemblies associated with the use of the Product.
- (d) Modification of or to any part of the Product
- (e) Product not purchased from an authorized Flex Innovations dealer or distributor.
- (f) Product that has been partially, or fully assembled
- (g) Shipping damage
- (h) Cosmetic damage
- (i) Services or labor associated with the repair, use or assembly of the Product.

OTHER THAN THE EXPRESS WARRANTY ABOVE, FLEX MAKES NO OTHER WARRANTY REPRESENTATION, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PURCHASER ACKNOWLEDGES THAT THEY ALONE HAVE DETERMINED THAT THE PRODUCT WILL SUITABLY MEET THE REQUIREMENTS OF THE PURCHASER’S INTENDED USE.

Purchaser’s Remedy

Flex’s sole obligation and purchaser’s sole and exclusive remedy shall be that Flex will, at its option, either (i) service, (ii) replace any part of the Product determined by Flex to be defective, or (iii) replace the Product determined by Flex to be defective. Flex reserves the right to inspect all Product(s) involved in a warranty claim. Service or replacement decisions are at the sole discretion of Flex. Proof of purchase is required for all warranty claims. **SERVICE OR REPLACEMENT AS PROVIDED UNDER THIS WARRANTY IS THE PURCHASER’S SOLE AND EXCLUSIVE REMEDY.**

Limitation of Liability

FLEX SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF WAY, REGARDLESS OF WHETHER SUCH CLAIM IS BASED IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY, EVEN IF FLEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Further, in no event shall the liability of Flex exceed the individual price of the Product on which liability is asserted. As Flex has no control over use, setup, assembly, modification or misuse, no liability shall be assumed nor accepted for any resulting damage and/or injury. By the act of use, setup or assembly, the user accepts all resulting liability. If you as the purchaser or user are not prepared to accept the liability

associated with the use of the Product, purchaser is advised to return the Product immediately in new and unused condition to the place of purchase.

Law

These terms are governed by Florida law (without regard to conflict of law of principals). This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. FLEX RESERVES THE RIGHT TO MODIFY THIS WARRANTY AT ANY TIME WITHOUT NOTICE.

Questions & Assistance

Contact Us By:

E-Mail – support@flexinnovations.com

Phone – 1 (866) 310-3539

Inspection or Services

If this Product needs to be inspected or serviced and is compliant in the region you live and use the Product in, please contact your regional Flex authorized reseller. Pack the Product securely using the original shipping carton. Please note that both the inner and outer boxes need to be included. The inner box is not designed to withstand the rigors of shipping without additional protection from the outer shipping carton. Ship via a carrier that provides tracking and insurance for lost or damaged parcels, as Flex is not responsible for merchandise until it arrives and is accepted at our facility.

Warranty Requirements

For Warranty consideration, you must include your original sales receipt verifying the proof of purchase date. Provided any warranty conditions have been met, your Product or its defective parts will be replaced or serviced free of charge. Responsibility of shipping charges are as follows:

To Flex from customer, Customer is responsible.

To Customer from Flex, Flex is responsible.

Service or replacement decisions are at the sole discretion of Flex.