

Limited Warranty

Overview

This limited warranty ("Limited Warranty") gives you specific legal rights. You may also have other legal rights that vary by state, province, or jurisdiction. The disclaimers, exclusions, and limitations of liability under this Limited Warranty will not apply to the extent prohibited by applicable law. For a full description of your legal rights, you should refer to the laws applicable in your jurisdiction and you may wish to contact a relevant consumer advisory service.

Warranty: Period of Coverage

Instachew, a Canadian company with its warehouse located at 2225 Erin Mills Parkway in Mississauga Ontario, warrants to the owner of the Instachew Product contained in this box ("Product") that the Product will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery following the original retail purchase (the "Warranty Period"). If the Product fails to conform to this Limited Warranty during the Warranty Period, Instachew will, at its sole discretion, either repair or replace any defective Product or component. Repair or replacement may be made with a new or refurbished product or components, at Instachew's sole discretion.

If the Product or a component incorporated within it is no longer available, Instachew may replace the Product with a similar product of similar function, at Instachew's sole discretion. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of ninety (90) days from the date of delivery or the remaining Warranty Period. This Limited Warranty is transferable from the original purchaser to subsequent owners, but the Warranty Period will not be extended in duration, or expanded in coverage, for any such transfer.

Making a Claim Under Limited Warranty

Warranty will take effect upon the date which the product was purchased for a period of 1 year. A proof of purchase in the form of a receipt from Instachew or its retailers must be shown to be eligible for the warranty. The product must be shipped at a location disclosed to the customer at the time of inquiry. Shipping charges may be paid by the customer according to Instachew's sole discretion. If the product cannot be repaired and requires to be replaced, the cost may need to be paid at 30% of today's cost for the Product to process a new replacement. For example, if the cost of the Product today is \$200, then the replacement cost for the Product will be \$60 plus shipping charges.

Before submitting a warranty claim, visit the contact-us section of www.instachew.com for technical assistance. If you cannot resolve the issue with your item, all warranty claims and any other Product related questions should be

addressed directly to Instachew or an authorized Instachew partner. The customer service contact information can be found at www.instachew.com/contact-us.

Upon contacting Instachew, please have the serial number of your Product ready and the original proof of purchase showing the date of purchase and full details of the Product. Our Customer Service Rep will advise you of the process involved in making a claim.

Remedies

To the maximum extent permitted by applicable law, Instachew's entire liability and your exclusive remedy for any breach of warranty during the applicable warranty period shall be, at Instachew's option:

- To repair or replace the Product, or
- If Instachew cannot reasonably repair or replace the Product to refund the price paid with applicable charges, provided that the Product is returned to the point of purchase or such other place as Instachew may direct with a copy of the sales receipt or dated itemized receipt. Shipping and handling charges may apply except, where prohibited by applicable law.

Instachew may, at its option, use new or refurbished or used parts in good working condition to repair or replace any Product. Any replacement Product will be warranted for the remainder of the original warranty period or thirty (30) days from the date of shipment of the replacement Product, whichever is longer or for any additional period of time that may be applicable in your jurisdiction.

Ineligible Products?

This warranty does not cover the following consumable parts such as batteries, etc., that are subject to normal wear; or problems or damage resulting from:

- Physical and water damage;
- Abuse, misapplication, or any unauthorized repair, modification or disassembly or opening of the chassis of the Product;
- Improper operation or maintenance, use not in accordance with Product instructions or connection to improper voltage supply;
- Negligent use or care, neglect or careless operation of the Product;
- Use of consumables, parts and accessories, including batteries, with the Product, other than those produced or recommended by Instachew except where such restriction is prohibited by applicable law;

In addition, to the maximum extent permitted by applicable law, this warranty does not cover Products

- Used outside the country of purchase;
- Not purchased from an authorized dealer of Instachew;
- Repaired or altered by parties other than instachew.com or its authorized agents;
- Whose serial numbers have been altered or removed;
- Damaged from external sources such as transit, weather, electrical outages or power surges.

To the maximum extent permitted by applicable law, the warranties set out above are exclusive and in lieu of all other warranties or terms and conditions, and all warranties whether express, implied or statutory, including, without limitation, any warranties or terms and conditions of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement are expressly disclaimed by Instachew and its suppliers. No other warranties or guarantees, whether express or implied, given by any person, firm or corporation with respect to this product shall be binding on instachew.com.