

## Limited Manufacturer's Warranty

### WhiskerCare

**1) WhiskerCare™ 1-Year Coverage.** For one (1) year from the date of original purchase, Automated Pet Care Products, LLC dba Whisker (“Whisker”) warrant to the purchase of this product that Whisker will repair or replace, at its option, any defective part of the product, without charge for the part or for shipping, Replacement parts are warranted for the remainder of the original period. Information about the WhiskerCare™ 1-year coverage plan and the optional purchase of extended WhiskerCare™ coverage is available at <https://www.litter-robot.com/warranty.html>.

**Jurisdictions:** Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

**2) Warranty-Voiding Modifications.** You understand and agree that modifications that may affect the original function (including proper function of safety features) of any Whisker product may VOID the original warranty, if any, and any additional warranty coverage purchased by you, at the sole discretion of Whisker. You understand and agree not to (i) modify or tamper with the safety features of any Whisker product or (ii) purchase any modified product from a third-party reseller. You assume all risk that the product has been modified and all warranties voided when you purchase from a third-party reseller instead of directly from Whisker, whether or not you have actual knowledge that such a modification has been performed.

**3) WhiskerCare™ Coverage.** The following are covered under both the 1-year coverage plan, and the optional purchase of extended WhiskerCare™: Accidental damage, material/workmanship defects, power surges, mechanical and electrical breakdowns, software support, natural disasters.

**4) Disclaimer of Warranties.** Except as expressly provided in Section 1, and subject to the limitations of Section 2, Whisker, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Service or any Whisker Product, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. You understand and agree that you are exclusively responsible for training your pet to use Whisker's

products and Whisker shall not be liable for any damages related to the same, including, without limitation, damages caused by your pet eliminating in or on surfaces other than the intended product. Neither Whisker nor its licensors or suppliers warrants that the Service will meet your requirements, or that the operation of the Service will be uninterrupted or error-free. Whisker disclaims all implied liability for damages arising out of the furnishing of the Service pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to furnish the Service, whether caused by acts of commission or omission, or any other damage occurring. Whisker shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of Whisker, Company Parties, or Whisker users, or their agents or representatives.

## **5) Steps to Obtain Warranty Service.**

- A.** The purchaser must contact Whisker's Customer Experience team either by phone at +1 (844) 790-7387 or email at [PartnerSupport@Whisker.com](mailto:PartnerSupport@Whisker.com)
- B.** The Customer Experience representative will determine if the defect is covered by the warranty, and if it is, will authorize and instruct the purchaser on how to obtain corrective action.
- C.** Whisker may require the purchaser to present the sales receipt or other proof of purchase prior to authorizing any return or replacement. No returns or replacements will be permitted without proper authorization. If a return or replacement is authorized, you may be required to return the item to Whisker or make the item available or pick-up by Whisker.