

# Limited Warranty

**JEM Smart Innovations, LLC - PS25D Kit**

**Version 1.0 - 11/1/2022**

**Warranty Period and Exclusions:** JEM Smart Innovations, LLC (the "Company") warrants to the original consumer purchaser of its product ("you") that the Potty Sniffer PS25D and its associated kit components (the "Product") will be free from material defects in the Product or its workmanship for a period of one (1) year, starting on the date you purchase the Product.

The limited warranty period for any replacement parts provided by the Company and for any Products repaired or replaced under this limited warranty shall be the remainder of the original warranty period.

This warranty does not cover any tubing, wiring, fittings or other accessories that have been purchased separately and installed with the Product. This warranty also does not cover (a) normal wear and tear, (b) any Products or parts which have been subject to misuse, abuse, abnormal usage, negligence, accident, improper or insufficient maintenance, storage or repair (other than repair by the Company), (c) damage caused by faulty installation, or installation or use contrary to the recommendations or instructions of the Company or its representatives, (d) damage caused by environmental or natural elements, (e) damage in transit, (f) natural wear of finish, (g) Products in commercial or nonresidential use, (h) damage caused by fire, flood or other act of God, (i) consumable parts, (j) cosmetic damage, including but not limited to scratches or dents, or (k) Products with altered, defaced or removed serial numbers. This warranty covers only Products sold to original consumers in the United States by the Company or its U.S. distributors authorized by the Company.

This warranty supersedes all prior warranties and, subject to applicable law, is not transferable from the original consumer purchaser.

**No Other Warranties:** To the maximum extent permitted by applicable law, this limited warranty contains the Company's sole obligation and your sole remedy for

defective products. The foregoing warranties are exclusive and in lieu of any other warranties and conditions, express or implied. **THE COMPANY DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS WARRANTIES AND CONDITIONS, AND DISCLAIMS AND EXCLUDES ALL WARRANTIES AND CONDITIONS IMPLIED BY LAW, INCLUDING WITHOUT LIMITATION THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** To the extent that applicable law prohibits the exclusion of implied warranties or conditions, the duration of any applicable implied warranty or condition is limited to the period specified for the express warranty above. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Any oral or written description of the Product is for the sole purpose of identifying it and shall not be construed as an express warranty.

Whenever possible, each provision of this Limited Warranty shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision is held to be prohibited or invalid, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other remaining provisions of the Limited Warranty.

Remedy: During the limited warranty period as stated above, the Company will, at its option, provide replacement parts for, or repair or replace, without charge, any Product or part thereof, to the extent the Company finds it to be covered by and in breach of this limited warranty under normal use and service. The Company will ship the repaired or replaced Product or replacement parts to you in the United States at no charge. You are responsible for all costs for removal, reinstallation and shipping, insurance or other freight charges incurred in the shipment of the Product or part to the Company. If you must send the Product or part to the Company, as instructed by the Company, you must properly pack the Product or part—the Company is not responsible for damage in transit. The Company reserves the right to utilize reconditioned, refurbished, repaired or remanufactured Products or parts in the warranty repair or replacement process. Such Products and parts will be comparable in function and performance to an original Product or part and warranted for the remainder of the original warranty period.

The Company reserves the right, in its sole discretion, to refund the money actually paid by you for the Product in lieu of repair or replacement. If the Product or part is

no longer available, replacement may be made with a similar product of equal or greater value, at the Company's sole discretion.

Exclusion of Damages: **THE COMPANY'S OBLIGATION TO PROVIDE REPLACEMENT PARTS, OR REPAIR, REPLACE OR REFUND, AT THE COMPANY'S OPTION, SHALL BE YOUR SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY AND THE COMPANY'S SOLE AND EXCLUSIVE OBLIGATION. TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCT, ITS USE OR PERFORMANCE.**

Incidental damages include, but are not limited to such damages as loss of time and loss of use. Consequential damages include, but are not limited to, the cost of repairing or replacing other property which is damaged if the Product does not work properly.

**TO THE EXTENT PERMITTED BY THE APPLICABLE LAW, THE COMPANY SHALL NOT BE LIABLE TO YOU, OR TO ANYONE CLAIMING UNDER YOU, FOR ANY OTHER OBLIGATIONS OR LIABILITIES, INCLUDING, BUT NOT LIMITED TO, OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT OR ANY THEORY OF STRICT LIABILITY, WITH RESPECT TO THE PRODUCT OR THE COMPANY'S ACTS OR OMISSIONS OR OTHERWISE.**

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state. The disclaimers, exclusions, and limitations of liability under this warranty will not apply to the extent prohibited by applicable law.

This warranty covers only replacement or repair of defective Products or parts thereof at the Company's main facility, or such other facility as Company may designate from time to time, and does not include the cost of field service travel and living expenses, which expenses shall be disclosed to and accepted by you in advance. Any assistance the Company provides to or procures for you outside the terms, limitations or exclusions of this limited warranty will not constitute a waiver of such terms, limitations or exclusions, nor will such assistance extend or revive the warranty.

The Company will not reimburse you for any expenses incurred by you in repairing or replacing any defective Product, except for those incurred with the Company's prior written permission.

**How to Obtain Warranty Service:** To qualify for warranty service, you must (a) notify the Company at the address or telephone number stated below within seven (7) days of discovering the covered defect, (b) give the model number and part identification, and (c) describe the nature of any defect in the Product or part. At the time of requesting warranty service, you must present evidence of the original purchase date. If you cannot provide a copy of the original written limited warranty, then the terms of the Company's most current written limited warranty for your particular product will control.

**JEM Smart Innovations, LLC**

32401 W. Eight Mile Rd.

Livonia, MI 48152

(734) 634-6582