

Intellibrands Limited Warranty Terms

Intellibrands strives to provide high quality products and product support to its customers and therefore backs up all of its new Ab Sculptor (Model ABSCULPTOR) purchased from Intellibrands (Intellibrands) or any authorized Intellibrands distributor/service center with this limited warranty. Intellibrands warrants against all manufacturer's defects, defects in workmanship, and defects in material only.

This limited warranty begins on the date of the customer purchase and is valid and available to the original purchaser only. The Ab Sculptor (Model ABSCULPTOR) are for consumer use only and is not intended for business or medical uses.

However, other than set forth herein, Intellibrands gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, infringement, or other matter, of any goods which Intellibrands shall supply. There are no warranties, which extend beyond the description on the face hereof. Intellibrands shall in no way be responsible for the proper use and application of the goods. Intellibrands neither assumes nor authorizes any other person to assume for Intellibrands any other liability in connection with the sale of Intellibrands goods. This limited warranty policy may be changed or withdrawn by Intellibrands at any time without notice.

30-Day Parts and Labor Limited Warranty

Intellibrands will cover parts and labor on all components for 30 days from the date of original purchase, on new Ab Sculptor (Model ABSCULPTOR). This warranty covers the cost of replacement and labor by Intellibrands only, and does not cover shipping costs. Intellibrands warrants that all Ab Sculptor (Model ABSCULPTOR) will be free from manufacturing defects, defects in workmanship, and defects in material for 30 days from the date of original purchase. Replacement cost does not include the cost of shipping. **To file a warranty claim, please email the Intellibrands warranty service center at:** customerservice@intellibrands.com

Limitation of Damages

The remedy of replacement or repair of any defective goods shall be the exclusive remedy under any warranty made by Intellibrands, whether express or implied. In no event shall Intellibrands be liable for any incidental or consequential damages, property damages, or personal injuries.

All limited warranties are void for, and Intellibrands does not warrant in any way, any product that evidences misapplication, improper installation, abuse, lack of maintenance, negligence in use or care, abnormal use, alteration of design, use of incompatible or corrosive chemicals, use in a rental service, and/or servicing, installation of parts, or repairs by anyone other than Intellibrands or a Intellibrands authorized distributor or service center. Intellibrands may make changes in products it manufactures and markets at any time; these changes are made without obligation to change, retrofit, or upgrade any product previously sold or manufactured.

Intellibrands has no obligation to honor the limited warranties set forth herein unless the original purchaser, promptly upon discovering the warranty claim and prior to continuing to use the product, contacts Intellibrands or a Intellibrands authorized distributor or service center to describe the claim and to receive and follow instructions for documenting and resolving the claim. In addition, the purchaser must provide the product to which the claim applies to Intellibrands or a Intellibrands authorized distributor or service center for a thorough inspection. Intellibrands does not warrant or honor work not performed by Intellibrands.

If any provision or portion of this limited warranty policy is found to be unenforceable, then the remaining provisions and portions shall remain valid and enforceable. If any provision or portion of this limited warranty policy is found to be limited by law, then that provision or portion shall be construed to make it effective within the bounds of law. For example, if there are legal limitations on the duration of warranties, the warranties made herein shall be construed to have the minimum duration required by law, or, if there are legal limitations of exclusion of remedies, the exclusions made herein shall be construed to apply to the fullest extent possible without violating the law.

The validity, construction and performance of this warranty policy shall be governed by the laws of the State of Ohio, without respect to conflicts of laws principles. The exclusive jurisdiction of any legal action arising from or related to this warranty policy shall be in the State of Ohio and no legal action shall be commenced elsewhere.